

Wylie City Council Regular Meeting

March 22, 2022 – 6:00 PM

Council Chambers - 300 Country Club Road, Building #100, Wylie, Texas 75098



CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PRESENTATIONS & RECOGNITIONS

PR1. 3rd Term Wylie Way Students.

PR2. Proclamation for National Public Safety Telecommunicator Week (April 10-16, 2022).

PR3. Proclamation for Women's History Month.

COMMENTS ON NON-AGENDA ITEMS

Any member of the public may address Council regarding an item that is not listed on the Agenda. Members of the public must fill out a form prior to the meeting in order to speak. Council requests that comments be limited to three minutes for an individual, six minutes for a group. In addition, Council is not allowed to converse, deliberate or take action on any matter presented during citizen participation.

CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

- A. Consider, and act upon, approval of March 8, 2022 Regular City Council Meeting minutes.
- B. Consider, and act upon, the City of Wylie Monthly Revenue and Expenditure Report for February 28, 2022.
- C. Consider, and place on file, the City of Wylie Monthly Investment Report for February 28, 2022.
- D. Consider, and place on file, the monthly Revenue and Expenditure Report for the Wylie Economic Development Corporation as of February 28, 2022.
- E. Consider, and act upon, a Final Plat, being a Replat of Lot 1R-6, Block C of Woodlake Village Addition, establishing two commercial lots on 18.574 acres, located on the northwest corner of State Highway 78 and Spring Creek Parkway.
- F. Consider, and act upon, a Preliminary Plat of Lot 1, Block A of Hensley Park Addition, establishing one commercial lot on two acres, located on the northwest corner of Hensley Road and Hooper Road.
- G. Consider, and act upon, a Preliminary Plat of Senior Medical Addition, establishing two lots on 21.3224 acres, generally located adjacent and southwest of 2300 FM 544.

- H. Consider, and act upon, the approval of the purchase of Utility Billing Services from DataProse, LLC in the estimated annual amount of \$120,000.00, through an existing City of Plano contract, and authorizing the Interim City Manager to execute all necessary documents.
- I. Consider, and act upon, Ordinance No. 2022-29 amending Ordinance No. 2021-43, which established the budget for fiscal year 2021-2022; providing for repealing, savings and severability clauses; and providing for an effective date of this ordinance.
- J. Consider, and act upon, Resolution No. 2022-08(R) authorizing the Interim City Manager of the City of Wylie, Texas, or his designee, to execute an Advance Funding Agreement between the State of Texas and the City of Wylie, and to take any and all other actions necessary to effectuate the same; and providing for an effective date hereof.
- K. Consider, and act upon, Resolution No. 2022-09(R) authorizing the Interim City Manager of the City of Wylie, Texas, or his designee, to execute an Advance Funding Agreement between the State of Texas and the City of Wylie, and to take any and all other actions necessary to effectuate the same; and providing for an effective date hereof.

REGULAR AGENDA

1. Hold a Public Hearing to consider, and act upon, a change in zoning from Commercial Corridor (CC) to Commercial Corridor - Special Use Permit (CC-SUP) to allow for expansion of a self-storage use on 4.282 acres, property located at 3475 W FM 544 (ZC 2021-27).
2. Hold a public hearing to consider, and act upon, Resolution No. 2022-10(R) of the City Council of the City of Wylie, authorizing the Texas Housing Foundation to exercise its powers on property known as Wylie Senior Apartments, located at 2310 West FM 544, Wylie, Texas, within the territorial boundaries of the City of Wylie, Texas; and authorizing the interim city manager to execute a cooperation agreement.

WORK SESSION

WS1. Providing an overview of the Finance Department.

RECONVENE INTO REGULAR SESSION

EXECUTIVE SESSION

Sec. 551.072. DELIBERATION REGARDING REAL PROPERTY; CLOSED MEETING.

A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on its negotiating position.

- ES1. Consider the sale or acquisition of properties located at Ballard/Brown, Brown/Eubanks, FM 544/Cooper, FM 544/Sanden, State Hwy 78/Alanis, State Hwy 78/Ballard, State Hwy 78/Birmingham, and State Hwy 78/Brown.

Sec. 551.087. DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS; CLOSED MEETING.

This chapter does not require a governmental body to conduct an open meeting:

- (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of

the governmental body and with which the governmental body is conducting economic development negotiations;
or
(2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).

ES2. Deliberation regarding commercial or financial information that the WEDC has received from a business prospect and to discuss the offer of incentives for Projects: 2017-10a, 2020-11b, 2021-2d, 2021-4a, 2021-4b, 2021-5a, 2021-6a, 2021-6c, 2021-6e, 2021-7a, 2021-8a, 2021-9e, 2021-9f, 2021-11a, 2021-12a, 2021-12b, 2022-1a, 2022-2a, 2022-2b, 2022-2c, and 2022-3a.

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

READING OF ORDINANCES

Title and caption approved by Council as required by Wylie City Charter, Article III, Section 13-D.

ADJOURNMENT

CERTIFICATION

I certify that this Notice of Meeting was posted on March 18, 2022 at 5:00 p.m. on the outside bulletin board at Wylie City Hall, 300 Country Club Road, Building 100, Wylie, Texas, a place convenient and readily accessible to the public at all times.

Stephanie Storm, City Secretary

Date Notice Removed

The Wylie Municipal Complex is wheelchair accessible. Sign interpretation or other special assistance for disabled attendees must be requested 48 hours in advance by contacting the City Secretary's Office at 972.516.6020. Hearing impaired devices are available from the City Secretary prior to each meeting.

If during the course of the meeting covered by this notice, the City Council should determine that a closed or executive meeting or session of the City Council or a consultation with the attorney for the City should be held or is required, then such closed or executive meeting or session or consultation with attorney as authorized by the Texas Open Meetings Act, Texas Government Code § 551.001 et. seq., will be held by the City Council at the date, hour and place given in this notice as the City Council may conveniently meet in such closed or executive meeting or session or consult with the attorney for the City concerning any and all subjects and for any and all purposes permitted by the Act, including, but not limited to, the following sanctions and purposes:

Texas Government Code Section:

§ 551.071 – Private consultation with an attorney for the City.

§ 551.072 – Discussing purchase, exchange, lease or value of real property.

§ 551.074 – Discussing personnel or to hear complaints against personnel.

§ 551.087 – Discussing certain economic development matters.

§ 551.073 – Discussing prospective gift or donation to the City.

§ 551.076 – Discussing deployment of security personnel or devices or security audit.



Wylie City Council

AGENDA REPORT

Department: City Secretary
Prepared By: Stephanie Storm

Account Code: _____

Subject

Consider, and act upon, approval of March 8, 2022 Regular City Council Meeting minutes.

Recommendation

Motion to approve Item as presented.

Discussion

The minutes are attached for your consideration.

Financial Summary/Strategic Goals

Community Focused Government

Wylie City Council Regular Meeting

March 08, 2022 – 6:00 PM

Council Chambers - 300 Country Club Road, Building #100, Wylie, Texas 75098



CALL TO ORDER

Mayor Matthew Porter called the regular meeting to order at 6:06 p.m. The following City Council members were present: Councilman David R. Duke, Mayor *pro tem* Jeff Forrester, Councilman Scott Williams, Councilman Timothy T. Wallis, and Councilman Garrett Mize. Councilman Dave Strang was absent.

Staff present included: Interim City Manager Brent Parker; Assistant City Manager Renae Ollie; Assistant Police Chief Tommy Walters; Budget Manager Debbie Przyby; Fire Chief Brandon Blythe; Parks and Recreation Director Rob Diaz; Public Information Officer Craig Kelly; Planning Manager Jasen Haskins; Project Engineer Jenneen Elkhaid; Purchasing Manager Glenna Hayes; Public Works Director Tommy Weir; City Secretary Stephanie Storm; and various support staff.

INVOCATION & PLEDGE OF ALLEGIANCE

Mayor *pro tem* Forrester led the invocation, and Mayor Porter led the Pledge of Allegiance.

PRESENTATIONS & RECOGNITIONS

PR1. Recognition of Public Procurement Month - March 2022

Mayor Porter presented a proclamation proclaiming March 2022 as Public Procurement Month in Wylie, Texas. Purchasing Manager Glenna Hayes was present to accept the Proclamation.

COMMENTS ON NON-AGENDA ITEMS

Any member of the public may address Council regarding an item that is not listed on the Agenda. Members of the public must fill out a form prior to the meeting in order to speak. Council requests that comments be limited to three minutes for an individual, six minutes for a group. In addition, Council is not allowed to converse, deliberate or take action on any matter presented during citizen participation.

There were no citizens present wishing to address the Council.

CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

- A. **Consider, and act upon, approval of February 22, 2022 Regular City Council Meeting minutes.**
- B. **Consider, and act upon, Ordinance No. 2022-24 an ordinance of the City Council of the City of Wylie, Texas, declaring unopposed candidates in the May 7, 2022 General City Election, elected to office; canceling the election; providing a severability clause; and providing an effective date.**

- C. **Consider, and act upon, Ordinance No. 2022-25 regarding a change in zoning from Downtown Historic District – Residential only to allow commercial and/or residential uses, located at 401 N. Keefer within the Downtown Historic District (ZC 2022-04).**
- D. **Review, and place on file, the Wylie Police Department 2021 Racial Profiling Analysis.**
- E. **Consider, and act upon, Ordinance No. 2022-26 of the City of Wylie, Texas, altering the prima facie speed limits established for vehicles under the provisions of Transportation Code, Section 545.356 upon East Farm to Market Highway No. 544 or parts thereof, within the incorporate limits of the City of Wylie, as set out in this ordinance; and providing a penalty of a fine not to exceed \$200.00 for the violation of this ordinance; providing for repealing, savings and severability clauses; providing for an effective date of this ordinance.**

Mayor Porter requested Items B and D, and Councilman Williams requested Item E be pulled from Consent Agenda and considered individually.

Council Action

A motion was made by Councilman Mize, seconded by Councilman Duke, to approve Consent Agenda Items A and C as presented. A vote was taken and motion passed 6-0 with Councilman Strang absent.

REGULAR AGENDA

- B. **Consider, and act upon, Ordinance No. 2022-24 an ordinance of the City Council of the City of Wylie, Texas, declaring unopposed candidates in the May 7, 2022 General City Election, elected to office; canceling the election; providing a severability clause; and providing an effective date.**

Council Comments

Mayor Porter requested staff give additional information on the cancelation of the May election. City Secretary Storm reported that the candidate filing and write-in period had passed, and there was an uncontested race for both Places 1 and 3. Mayor *pro tem* Forrester asked what the cost savings is. Storm replied roughly \$40,000-\$50,000.

Council Action

A motion was made by Councilman Williams, seconded by Councilman Duke, to approve Items B as presented. A vote was taken and motion passed 6-0 with Councilman Strang absent.

- D. **Review, and place on file, the Wylie Police Department 2021 Racial Profiling Analysis.**

Council Comments

Mayor Porter asked staff to summarize if there were any negative findings in the report. Assistant Police Chief Walters responded there were no negative findings and that the City was in compliance. Councilman Williams asked what type of data is collected. Walters explained the data entered from each traffic stop.

Council Action

A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Wallis, to approve Items D as presented. A vote was taken and motion passed 6-0 with Councilman Strang absent.

- E. **Consider, and act upon, Ordinance No. 2022-26 of the City of Wylie, Texas, altering the prima facie speed limits established for vehicles under the provisions of Transportation Code, Section 545.356 upon East Farm to Market Highway No. 544 or parts thereof, within the incorporate limits of the City of Wylie, as set out in this ordinance; and providing a penalty of a fine not to exceed \$200.00 for the violation of this ordinance; providing for repealing, savings and severability clauses; providing for an effective date of this ordinance.**

Council Comments

Mayor Porter asked for staff to give information on the location of the speed limit change. Project Engineer Elkhaid described the location is on FM 544 from Collins to County Line Road of the speed limit change, which will be 45 mph. Mayor *pro tem* Forrester asked what the current speed limit is. Elkhaid replied 55 mph. Councilman Williams commended staff on the study and lowering the speed limit and asked how the City is going to address the concerns from citizens regarding the condition and speed. Elkhaid reported they have spoken with some of the citizens and hope that once the speed limit is lowered it will give some comfort and once the roadway is reconstructed will result in a better roadway condition.

Council Action

A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Williams, to approve Items E as presented. A vote was taken and motion passed 6-0 with Councilman Strang absent.

EXECUTIVE SESSION

Mayor Porter announced Council would not be conducting ES1 this evening and reconvened the Council into Executive Session for ES2 at 6:26 p.m.

Sec. 551.071. CONSULTATION WITH ATTORNEY; CLOSED MEETING.

If A governmental body may not conduct a private consultation with its attorney except:

- (1) when the governmental body seeks the advice of its attorney about:
 - (A) pending or contemplated litigation; or
 - (B) a settlement offer; or
- (2) on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.

ES1. Discussion about the solicitation ordinance.

Sec. 551.072. DELIBERATION REGARDING REAL PROPERTY; CLOSED MEETING.

A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on its negotiating position.

ES2. Properties adjacent to McMillen Rd. between McCreary Rd. and Country Club Rd.

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

Mayor Porter reconvened the Council into Open Session at 6:58 p.m.

REGULAR AGENDA

- 1. Hold a Public Hearing to consider, and act upon, a request from the North Texas Municipal Water District for the use of parkland in Meadowview Park for a waterline easement.**

Staff Comments

Parks and Recreation Director Diaz addressed Council stating The North Texas Municipal Water District (NTMWD) has requested an additional easement in Meadowview Park to relocate a 42-inch water line that is in direct conflict with the upcoming construction of FM 2514 by the Texas Department of Transportation (TxDOT). This easement will overlay an existing NTMWD water line easement in the same area. The reason for the additional easement is due to the limitations of the current easement only allowing up to two water lines. The proposed 42-inch main would be a third line in the easement area. To align with the direction of our City Attorney and comply with Chapter 26 of the Texas Parks and Wildlife Code, staff has initiated this Public Hearing. Diaz stated the City Council approved an Interlocal Agreement with the NTMWD on January 25, 2022 that relates to this easement.

Meadowview Park is located at 406 Carver Drive in the Meadowview Subdivision. The park consists mainly of a concrete trail and landscape located within a majority of the current NTMWD easement. Due to the nature of this trail being located within a utility easement, there is always potential for construction. NTMWD staff have been working with City staff to coordinate the construction of the additional water lines and to minimize the impact to the park. Construction is expected to start on this project in the spring of 2022 and be completed in the summer of 2022. Any landscape and trail affected by the construction in the easement will be restored as part of the project by the NTMWD and their contractor.

Council Comments

Mayor *pro tem* Forrester asked what the short-term solution for the trail that will be torn out will be, and also stated he did notice there were no benches for people to sit on along the trail. Diaz stated staff can look at some benches. Forrester stated maybe it could be a partnership with NTMWD and they could add some benches. Diaz stated he will speak with NTMWD. Councilman Mize agreed with Forrester. Parker stated as part of the swap for the easement, NTMWD is giving property on Eubanks for the widening project.

Public Hearing

Mayor Porter opened the public hearing on Item 1 at 7:05 p.m. asking anyone present wishing to address Council to come forward.

There were no persons present to address Council.

Mayor Porter closed the public hearing at 7:05 p.m.

Council Comments

Councilman Wallis confirmed that the individual present at the meeting representing NTMWD heard Mayor *pro tem* Forrester's request about the benches. The Deputy Director of Engineering and Construction from NTMWD addressed Council stating he heard the request and will take it back to staff to see if the request can be accommodated.

Council Action

A motion was made by Councilman Williams, seconded by Mayor *pro tem* Forrester, to approve Item 1 as presented. A vote was taken and the motion passed 6-0 with Councilman Strang absent.

2. **Hold a Public Hearing to consider, and act upon, a change in zoning from Agricultural District (AG/30) to Planned Development - Single Family (PD-SF) to allow for single family residential development on 47.2995 acres generally located on Country Club Road approximately 2000' south of Parker Road (ZC 2022-02).**

Staff Comments

Planning Manager Haskins addressed Council stating the applicant and staff are requesting to table this item to allow additional time for changes based on P&Z and Council feedback at previous meetings.

Public Hearing

Mayor Porter opened the public hearing on Item 2 at 7:09 p.m. asking anyone present wishing to address Council to come forward.

There were no persons present to address Council.

Mayor Porter closed the public hearing at 7:09 p.m.

Council Action

A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Williams, to accept the request to table Item 2 until the April 26, 2022 City Council meeting. A vote was taken and the motion passed 6-0 with Councilman Strang absent.

3. **Consider, and act upon, Ordinance No. 2022-27 for a change in zoning from Neighborhood Services (NS) to Planned Development - Multi-Family (PD-MF) to allow for an income adjusted multi-family social services development on 2.472 acres located at 511 West Brown Street (ZC2022-01).**

Staff Comments

Planning Manager Haskins addressed Council stating on February 22, 2022, City Council approved a zoning change with four stipulations (reduce the total number of allowed units from 40 to 38, require 1.5 parking spaces per residential unit, allow the Community Center to be parked at 1:500, and landscaping buffer on south side to be consistent in PD Conditions and Zoning Exhibit). The stipulations were integrated into both the Zoning Exhibit and PD Conditions.

Council Action

A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Williams, to approve Item 3 as presented. A vote was taken and the motion passed 6-0 with Councilman Strang absent.

4. **Consider, and act upon, Ordinance No. 2022-28 amending Ordinance No. 2021-43, which established the budget for fiscal year 2021-2022; providing for repealing, savings and severability clauses; and providing for an effective date of this ordinance.**

Staff Comments

Interim City Manager Parker addressed Council stating City Council authorized the expenditures of \$1,300,000 for two splash pads and \$700,000 for a dog park from the General Fund fund balance.

Council Comments

Mayor *pro tem* Forrester asked if this item is approved, how will this affect the fund balance requirement. Budget Manager Przyby replied the fund balance requirement is 25% of sales tax revenue which is less than one million dollars, and the City has a healthy fund balance with around \$4.8mm after this expense. Councilman Williams confirmed 4B funds can only be used for specific things. Przyby confirmed that is correct.

Council Action

A motion was made by Councilman Williams, seconded by Councilman Wallis, to approve Item 4 as presented. A vote was taken and the motion passed 6-0 with Councilman Strang absent.

5. **Consider, and act upon, the award of a Professional Services Project Order (PSPO) #W2022-40-E for the Site Evaluation, Design and Bid Plans for a Dog Park and two (2) Splash Pads to Dunaway Associates, LLC in the amount of \$301,615.00 and authorizing the Interim City Manager to execute any necessary documents.**

Staff Comments

Purchasing Manager Hayes addressed Council stating staff contacted all five firms who were awarded a master agreement (MAPES) in the Landscape Architecture category, and requested their specific qualifications and work experience for the design and development of dog parks and splash pads. The City received three responses, evaluated each response and entered into negotiations with Dunaway Associates, LLC as the most qualified firm. Hayes stated this amount is a maximum amount because the proposal is based on three separate sites and could be less if less sites are utilized for the projects.

Council Comments

Councilman Wallis asked if staff has reached out to businesses in the community for dog park sponsors. Parks and Recreation Director Diaz replied staff can look into that. Mayor Porter agreed with Wallis and added there are multiple businesses in town that are part of large chains that have charity networks within them that will associate their names with a project and encouraged staff to look at those opportunities.

Council Action

A motion was made by Councilman Duke, seconded by Councilman Williams, to approve Item 5 as presented. A vote was taken and the motion passed 6-0 with Councilman Strang absent.

- 6. Consider, and act upon, the acceptance of the resignation of Cemetery Advisory Board member Sandra Mondy and appointment of Jami Lindquist to fill the unexpired term of March 2022 to June 2023.**

Council Comments

Mayor Porter confirmed with Board and Commission Interview Panel Chair Forrester that this was still the panel's recommendation. Forrester confirmed it is.

Council Action

A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Duke, to accept the resignation of Cemetery Advisory Board member Sandra Mondy and appoint Jami Lindquist to fill the unexpired term of March 2022 to June 2023. A vote was taken and the motion passed 6-0 with Councilman Strang absent.

- 7. Consider, and act upon, the approval of Amendment #6 to Wylie Agreement #W2009-3-E for Engineering Services for the Reconstruction of McMillen Road from McCreary Road to Country Club Road in the amount of \$261,500.00 with Binkley & Barfield, Inc., and authorizing the Interim City Manager to execute any and all necessary documents.**

Staff Comments

Purchasing Manager Hayes addressed Council stating the original design contract with Binkley & Barfield, Inc. was signed in 2010. As the design of McMillen Road continues to evolve, several items need to be addressed by Binkley & Barfield, Inc., and the plans were revised.

Council Comments

Councilman Williams highlighted the last change in cost was in 2012 and the increase requested is a small increase since that time, and commended Binkley & Barfield, Inc. for keeping their fees reasonable.

Council Action

A motion was made by Councilman Williams, seconded by Councilman Duke, to approve Item 7 as presented. A vote was taken and the motion passed 6-0 with Councilman Strang absent.

READING OF ORDINANCES

Title and caption approved by Council as required by Wylie City Charter, Article III, Section 13-D.

City Secretary Storm read the captions to Ordinance Nos. 2022-24, 2022-25, 2022-26, 2022-27, and 2022-28 into the official record.

ADJOURNMENT

A motion was made by Councilman Mize, seconded by Mayor *pro tem* Forrester, to adjourn the meeting at 7:29 p.m. A vote was taken and motion passed 6-0 with Councilman Strang absent.

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary



Wylie City Council

AGENDA REPORT

Department: Finance
Prepared By: Melissa Beard

Account Code: _____

Subject

Consider, and act upon, the City of Wylie Monthly Revenue and Expenditure Report for February 28, 2022.

Recommendation

Motion to accept the Item as presented.

Discussion

The Finance Department has prepared the attached reports for the City Council as required by the City Charter.

Financial Summary/Strategic Goals

CITY OF WYLIE

MONTHLY FINANCIAL REPORT

February 28, 2022

ACCOUNT DESCRIPTION	ANNUAL BUDGET 2021-2022	CURRENT MONTH ACTUAL 2021-2022	YTD ACTUAL 2021-2022	YTD ACTUAL AS A PERCENT OF BUDGET	Benchmark 41.67%
GENERAL FUND REVENUE SUMMARY					
TAXES	35,752,468	3,190,514	29,223,347	81.74%	A
FRANCHISE FEES	2,896,800	842,149	1,255,510	43.34%	B
LICENSES AND PERMITS	1,079,430	112,797	609,990	56.51%	C
INTERGOVERNMENTAL REV.	2,128,034	7,066	929,882	43.70%	D
SERVICE FEES	4,008,588	343,081	1,280,452	31.94%	E
COURT FEES	248,950	22,206	130,576	52.45%	F
INTEREST INCOME	25,000	2,032	8,296	33.18%	
MISCELLANEOUS INCOME	177,500	10,705	113,479	63.93%	
OTHER FINANCING SOURCES	2,488,645	3,069	5,484,784	220.39%	G
REVENUES	48,805,415	4,533,619	39,036,315	79.98%	
USE OF FUND BALANCE	0	0	0	0.00%	
USE OF CARRY-FORWARD FUNDS	1,432,653	NA	NA	NA	H
TOTAL REVENUES	50,238,068	4,533,619	39,036,315	77.70%	
GENERAL FUND EXPENDITURE SUMMARY					
CITY COUNCIL	97,257	2,747	22,817	23.46%	
CITY MANAGER	1,530,491	65,186	589,875	38.54%	
CITY SECRETARY	406,030	19,496	132,578	32.65%	
CITY ATTORNEY	170,000	0	77,499	45.59%	
FINANCE	1,310,547	85,327	664,446	50.70%	I
FACILITIES	992,608	35,271	267,283	26.93%	
MUNICIPAL COURT	565,012	35,719	160,492	28.41%	
HUMAN RESOURCES	697,062	58,846	300,371	43.09%	J
PURCHASING	301,619	10,124	76,139	25.24%	
INFORMATION TECHNOLOGY	2,061,120	88,521	865,855	42.01%	
POLICE	12,184,388	947,752	4,471,607	36.70%	
FIRE	11,827,249	867,557	4,067,350	34.39%	
EMERGENCY COMMUNICATIONS	2,167,007	119,711	859,211	39.65%	
ANIMAL CONTROL	615,270	37,928	163,301	26.54%	
PLANNING	332,648	25,060	119,095	35.80%	
BUILDING INSPECTION	608,579	45,546	215,624	35.43%	
CODE ENFORCEMENT	266,176	18,035	87,508	32.88%	
STREETS	5,169,688	178,240	1,106,073	21.40%	
PARKS	2,907,759	288,612	939,650	32.32%	
LIBRARY	2,210,500	136,689	729,451	33.00%	
COMBINED SERVICES	11,234,730	111,047	7,631,485	67.93%	K
TOTAL EXPENDITURES	57,655,740	3,177,414	23,547,710	40.84%	
REVENUES OVER/(UNDER) EXPENDITURES	-7,417,672	1,356,205	15,488,605	36.86%	
A. Property Tax Collections for FY21-22 as of February 28, 2022 are 97%, in comparison to FY20-21 for the same time period of 99%. Sales tax is on a 2 month lag and only three months have been received. Sales tax is down 8.5% from February 2021 and up 5.6% fiscal YTD.					
B. Franchise Fees: The majority of franchise fees are recognized in the third and fourth quarter with electric fees making up the majority.					
C. Licenses and Permits: New Dwelling Permits are up 200% from February YTD 2021 due to the new fee structure.					
D. Intergovernmental Rev: The majority of intergovernmental revenues come from WISD reimbursements and Fire Services which are billed quarterly.					
E. Service Fees: Trash fees are on a one month lag and only four months have been received. The remaining fees are from other seasonal fees.					
F. Court Fees are up 56% from February YTD 2021 which is a continuation of the increasing trend in fines.					
G. Yearly transfer from Utility Fund and \$3 million from sale of 802 Kirby.					
H. Largest Carry Forward items: Department Software Solution \$220,870, Rowlett Creek Dam Improvements \$110,000. Stone Road Rehab Project \$615,000					
I. Annual Audit expense					
J. Employee Award Banquet					
K. \$6.2 million transfer to Community Investment Fund.					

CITY OF WYLIE

MONTHLY FINANCIAL REPORT

February 28, 2022

ACCOUNT DESCRIPTION	ANNUAL BUDGET 2021-2022	CURRENT MONTH ACTUAL 2021-2022	YTD ACTUAL 2021-2022	YTD ACTUAL AS A PERCENT OF BUDGET	Benchmark 41.67%
UTILITY FUND REVENUES SUMMARY					
SERVICE FEES	25,091,934	1,856,974	7,987,403	31.83%	L
INTEREST INCOME	8,500	851	4,343	51.09%	
MISCELLANEOUS INCOME	70,000	343	5,484	7.83%	
OTHER FINANCING SOURCES	31,841	0	36,644	115.08%	M
REVENUES	25,202,275	1,858,168	8,033,874	31.88%	
USE OF FUND BALANCE	0	NA	0	0	
USE OF CARRY-FORWARD FUNDS	2,758,010	NA	NA	NA	N
TOTAL REVENUES	27,960,285	NA	8,033,874	28.73%	
UTILITY FUND EXPENDITURE SUMMARY					
UTILITY ADMINISTRATION	1,557,634	66,846	385,621	24.76%	
UTILITIES - WATER	4,318,234	116,867	609,340	14.11%	O
UTILITIES - SEWER	1,347,034	72,791	409,594	30.41%	
UTILITY BILLING	1,320,916	156,477	448,313	33.94%	
COMBINED SERVICES	15,821,748	2,302,464	9,384,098	59.31%	P
TOTAL EXPENDITURES	24,365,566	2,715,445	11,236,966	46.12%	
REVENUES OVER/(UNDER) EXPENDITURES	3,594,719	-857,276	-3,203,092	-17.39%	
<p>L. Most Utility Fund Revenue is on a one month lag and only four months have been received.</p> <p>M. Insurance recoveries for damage to Newport Harbor Pump Station</p> <p>N. Largest Carry Forward items: Department Software Solutions \$150,300, Pump Station Backup Generators \$1.8M and FM 2514 Waterline Relocation Construction \$625,000.</p> <p>O. Pump station generators and FM2514 waterline relocation projects have not been completed.</p> <p>P. Annual transfer to the General Fund of \$2.4 million. Other expenses are payments to NTMWD for water minimum and sewer treatment.</p>					



Wylie City Council

AGENDA REPORT

Department: Finance
Prepared By: Melissa Beard

Account Code: _____

Consider, and place on file, the City of Wylie Monthly Investment Report for February 28, 2022.

Recommendation

Motion to accept the Item as presented.

Discussion

The Finance Department has prepared the attached reports for the City Council as required by the City Charter.

Financial Summary/Strategic Goals

City Of Wylie

2021-2022 Investment Report

February 28, 2022

Money Market Accounts:
Certificates of Deposit:
Treasury Bills:
Treasury Notes:
Government Agency Notes:

MMA
CCD
T-Bills
T-Notes
AN

Invest. Number	Principal Amount	Type Of Security	Interest Rate	Issuer	Purchase Date	Maturity Date
1	\$15,403,733.11	MMA	0.0632%	Texpool	12/31/2006	NA
2	\$15,948,969.71	MMA	0.0104%	TexStar	3/15/2011	NA
	\$31,352,702.82					

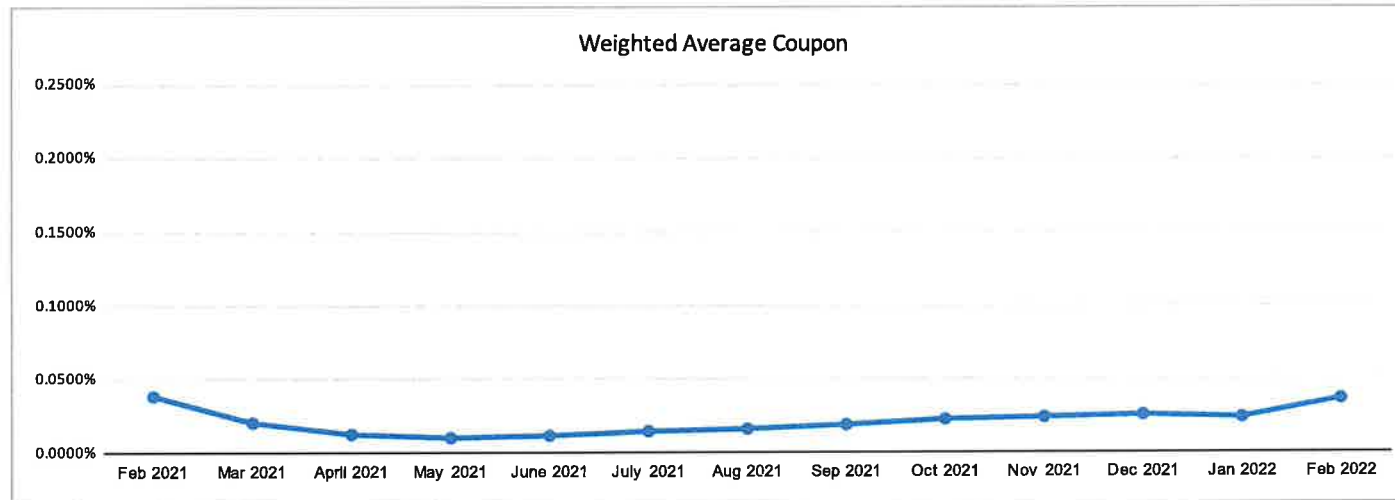
Total

Weighted Average Coupon:
Weighted Average Maturity (Days):

0.0363%
1.00

Money Markets:
Certificates of Deposits:

\$31,352,702.82
\$0.00
\$31,352,702.82



Melina Bland 3-16-22

Finance Director/Investment Officer



Wylie City Council

AGENDA REPORT

Department: WEDC
Prepared By: Jason Greiner

Account Code: _____

Subject

Consider, and place on file, the monthly Revenue and Expenditure Report for the Wylie Economic Development Corporation as of February 28, 2022.

Recommendation

Motion to approve the Item as presented.

Discussion

The Wylie Economic Development Corporation (WEDC) Board of Directors approved the attached financials on March 16, 2022.

Financial Summary/Strategic Goals

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 111 - WYLIE ECONOMIC DEVEL CORP							
Revenue							
Category: 400 - Taxes							
111-4000-40210	SALES TAX	3,789,966.00	3,789,966.00	417,896.79	1,007,682.37	-2,782,283.63	73.41 %
	Category: 400 - Taxes Total:	3,789,966.00	3,789,966.00	417,896.79	1,007,682.37	-2,782,283.63	73.41%
Category: 460 - Interest Income							
111-4000-46110	ALLOCATED INTEREST EARNINGS	6,000.00	6,000.00	0.00	676.69	-5,323.31	88.72 %
	Category: 460 - Interest Income Total:	6,000.00	6,000.00	0.00	676.69	-5,323.31	88.72%
Category: 480 - Miscellaneous Income							
111-4000-48110	RENTAL INCOME	132,240.00	132,240.00	0.00	36,495.00	-95,745.00	72.40 %
111-4000-48410	MISCELLANEOUS INCOME	0.00	0.00	0.00	1,044.96	1,044.96	0.00 %
111-4000-48430	GAIN/(LOSS) SALE OF CAP ASSETS	2,601,116.00	2,601,116.00	0.00	0.00	-2,601,116.00	100.00 %
	Category: 480 - Miscellaneous Income Total:	2,733,356.00	2,733,356.00	0.00	37,539.96	-2,695,816.04	98.63%
Category: 490 - Transfers In & Other Financing Sources							
111-4000-49325	BANK NOTE PROCEEDS	0.00	8,108,000.00	0.00	8,108,000.00	0.00	0.00 %
	Category: 490 - Transfers In & Other Financing Sources Total:	0.00	8,108,000.00	0.00	8,108,000.00	0.00	0.00%
	Revenue Total:	6,529,322.00	14,637,322.00	417,896.79	9,153,899.02	-5,483,422.98	37.46%
Expense							
Category: 510 - Personnel Services							
111-5611-51110	SALARIES	286,558.00	286,558.00	19,162.94	95,991.15	190,566.85	66.50 %
111-5611-51140	LONGEVITY PAY	729.00	729.00	0.00	724.00	5.00	0.69 %
111-5611-51310	TMRS	44,530.00	44,530.00	2,970.24	15,050.48	29,479.52	66.20 %
111-5611-51410	HOSPITAL & LIFE INSURANCE	49,304.00	49,304.00	3,365.92	13,575.54	35,728.46	72.47 %
111-5611-51420	LONG-TERM DISABILITY	1,707.00	1,707.00	223.35	223.35	1,483.65	86.92 %
111-5611-51440	FICA	18,623.00	18,623.00	1,063.48	5,446.06	13,176.94	70.76 %
111-5611-51450	MEDICARE	4,355.00	4,355.00	248.72	1,273.64	3,081.36	70.75 %
111-5611-51470	WORKERS COMP PREMIUM	378.00	378.00	38.63	390.55	-12.55	-3.32 %
111-5611-51480	UNEMPLOYMENT COMP (TWC)	1,080.00	1,080.00	235.64	741.34	338.66	31.36 %
	Category: 510 - Personnel Services Total:	407,264.00	407,264.00	27,308.92	133,416.11	273,847.89	67.24%
Category: 520 - Supplies							
111-5611-52010	OFFICE SUPPLIES	5,000.00	5,000.00	237.46	1,674.56	3,325.44	66.51 %
111-5611-52040	POSTAGE & FREIGHT	300.00	300.00	31.20	31.20	268.80	89.60 %
111-5611-52810	FOOD SUPPLIES	6,100.00	6,100.00	229.04	2,384.04	3,715.96	60.92 %
	Category: 520 - Supplies Total:	11,400.00	11,400.00	497.70	4,089.80	7,310.20	64.12%
Category: 540 - Materials for Maintenance							
111-5611-54610	FURNITURE & FIXTURES	2,500.00	2,500.00	0.00	7,569.50	-5,069.50	-202.78 %
111-5611-54810	COMPUTER HARD/SOFTWARE	5,500.00	5,500.00	0.00	0.00	5,500.00	100.00 %
	Category: 540 - Materials for Maintenance Total:	8,000.00	8,000.00	0.00	7,569.50	430.50	5.38%
Category: 560 - Contractual Services							
111-5611-56030	INCENTIVES	1,043,973.00	1,043,973.00	0.00	23,721.77	1,020,251.23	97.73 %
111-5611-56040	SPECIAL SERVICES	118,156.00	1,962,496.00	1,294.34	126,155.37	1,836,340.63	93.57 %
111-5611-56080	ADVERTISING	129,100.00	129,100.00	3,000.00	17,363.60	111,736.40	86.55 %
111-5611-56090	COMMUNITY DEVELOPMENT	52,050.00	52,050.00	254.56	16,447.79	35,602.21	68.40 %
111-5611-56110	COMMUNICATIONS	6,400.00	6,400.00	475.11	1,825.66	4,574.34	71.47 %
111-5611-56180	RENTAL	27,000.00	27,000.00	2,250.00	11,250.00	15,750.00	58.33 %
111-5611-56210	TRAVEL & TRAINING	74,600.00	74,600.00	1,885.12	20,277.38	54,322.62	72.82 %
111-5611-56250	DUES & SUBSCRIPTIONS	39,810.00	39,810.00	1,247.06	40,985.79	-1,175.79	-2.95 %
111-5611-56310	INSURANCE	6,303.00	6,303.00	0.00	5,155.01	1,147.99	18.21 %
111-5611-56510	AUDIT & LEGAL SERVICES	33,000.00	33,000.00	4,127.50	9,281.50	23,718.50	71.87 %
111-5611-56570	ENGINEERING/ARCHITECTURAL	87,500.00	189,300.00	4,750.00	26,692.55	162,607.45	85.90 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 02/28/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
111-5611-56610	UTILITIES-ELECTRIC	2,400.00	2,400.00	0.00	453.20	1,946.80	81.12 %
Category: 560 - Contractual Services Total:		1,620,292.00	3,566,432.00	19,283.69	299,609.62	3,266,822.38	91.60%
Category: 570 - Debt Service & Capital Replacement							
111-5611-57410	PRINCIPAL PAYMENT	694,127.33	5,403,249.03	26,124.11	4,815,609.24	587,639.79	10.88 %
111-5611-57415	INTEREST EXPENSE	315,135.79	326,452.12	23,924.89	108,133.94	218,318.18	66.88 %
Category: 570 - Debt Service & Capital Replacement Total:		1,009,263.12	5,729,701.15	50,049.00	4,923,743.18	805,957.97	14.07%
Category: 580 - Capital Outlay							
111-5611-58110	LAND-PURCHASE PRICE	0.00	3,983,392.59	0.00	3,709,111.74	274,280.85	6.89 %
111-5611-58210	STREETS & ALLEYS	2,175,000.00	2,425,000.00	59,475.90	59,475.90	2,365,524.10	97.55 %
111-5611-58995	CONTRA CAPITAL OUTLAY	0.00	0.00	0.00	-3,709,111.74	3,709,111.74	0.00 %
Category: 580 - Capital Outlay Total:		2,175,000.00	6,408,392.59	59,475.90	59,475.90	6,348,916.69	99.07%
Expense Total:		5,231,219.12	16,131,189.74	156,615.21	5,427,904.11	10,703,285.63	66.35%
Fund: 111 - WYLIE ECONOMIC DEVEL CORP Surplus (Deficit):		1,298,102.88	-1,493,867.74	261,281.58	3,725,994.91	5,219,862.65	349.42%
Report Surplus (Deficit):		1,298,102.88	-1,493,867.74	261,281.58	3,725,994.91	5,219,862.65	349.42%

Budget Report

For Fiscal: 2021-2022 Period Ending: 02/28/2022

Group Summary

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 111 - WYLIE ECONOMIC DEVEL CORP						
Revenue						
400 - Taxes	3,789,966.00	3,789,966.00	417,896.79	1,007,682.37	-2,782,283.63	73.41%
460 - Interest Income	6,000.00	6,000.00	0.00	676.69	-5,323.31	88.72%
480 - Miscellaneous Income	2,733,356.00	2,733,356.00	0.00	37,539.96	-2,695,816.04	98.63%
490 - Transfers In & Other Financing Sources	0.00	8,108,000.00	0.00	8,108,000.00	0.00	0.00%
Revenue Total:	6,529,322.00	14,637,322.00	417,896.79	9,153,899.02	-5,483,422.98	37.46%
Expense						
510 - Personnel Services	407,264.00	407,264.00	27,308.92	133,416.11	273,847.89	67.24%
520 - Supplies	11,400.00	11,400.00	497.70	4,089.80	7,310.20	64.12%
540 - Materials for Maintenance	8,000.00	8,000.00	0.00	7,569.50	430.50	5.38%
560 - Contractual Services	1,620,292.00	3,566,432.00	19,283.69	299,609.62	3,266,822.38	91.60%
570 - Debt Service & Capital Replacement	1,009,263.12	5,729,701.15	50,049.00	4,923,743.18	805,957.97	14.07%
580 - Capital Outlay	2,175,000.00	6,408,392.59	59,475.90	59,475.90	6,348,916.69	99.07%
Expense Total:	5,231,219.12	16,131,189.74	156,615.21	5,427,904.11	10,703,285.63	66.35%
Fund: 111 - WYLIE ECONOMIC DEVEL CORP Surplus (Deficit):	1,298,102.88	-1,493,867.74	261,281.58	3,725,994.91	5,219,862.65	349.42%
Report Surplus (Deficit):	1,298,102.88	-1,493,867.74	261,281.58	3,725,994.91	5,219,862.65	349.42%

Budget Report

For Fiscal: 2021-2022 Period Ending: 02/28/2022

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
111 - WYLIE ECONOMIC DEVEL COR	1,298,102.88	-1,493,867.74	261,281.58	3,725,994.91	5,219,862.65
Report Surplus (Deficit):	1,298,102.88	-1,493,867.74	261,281.58	3,725,994.91	5,219,862.65

Wylie Economic Development Corporation
Statement of Net Position
As of February 28, 2022

Assets

Cash and cash equivalents	\$ 3,623,433.22	
Receivables	\$ 60,000.00	Note 1
Inventories	\$ 16,144,381.44	
Prepaid Items	\$ -	
Total Assets	\$ 19,827,814.66	

Deferred Outflows of Resources

Pensions	\$ 75,630.55	
Total deferred outflows of resources	\$ 75,630.55	

Liabilities

Accounts Payable and other current liabilities	\$ 4,671.73	
Unearned Revenue	\$ 1,200.00	Note 2
Non current liabilities:		
Due within one year	\$ 226,967.85	Note 3
Due in more than one year	\$ 8,187,633.93	
Total Liabilities	\$ 8,420,473.51	

Deferred Inflows of Resources

Pensions	\$ (45,385.41)	
Total deferred inflows of resources	\$ (45,385.41)	

Net Position

Net investment in capital assets	\$ -	
Unrestricted	\$ 11,437,586.29	
Total Net Position	\$ 11,437,586.29	

Note 1: Includes incentives in the form of forgivable loans for \$60,000 (LUV-ROS)

Note 2: Deposits from rental property

Note 3: Liabilities due within one year includes compensated absences of \$32,301

Balance Sheet

Account Summary

As Of 02/28/2022

Account	Name	Balance
Fund: 111 - WYLIE ECONOMIC DEVEL CORP		
Assets		
111-1000-10110	CLAIM ON CASH AND CASH EQUIV.	3,621,287.25
111-1000-10115	CASH - WEDC - INWOOD	0.00
111-1000-10135	ESCROW	0.00
111-1000-10180	DEPOSITS	2,000.00
111-1000-10198	OTHER - MISC CLEARING	0.00
111-1000-10341	TEXPOOL	0.00
111-1000-10343	LOGIC	0.00
111-1000-10481	INTEREST RECEIVABLE	0.00
111-1000-11511	ACCTS REC - MISC	0.00
111-1000-11517	ACCTS REC - SALES TAX	0.00
111-1000-12810	LEASE PAYMENTS RECEIVABLE	0.00
111-1000-12950	LOAN PROCEEDS RECEIVABLE	0.00
111-1000-12996	LOAN RECEIVABLE	0.00
111-1000-12997	ACCTS REC - JTM TECH	0.00
111-1000-12998	ACCTS REC - FORGIVEABLE LOANS	60,000.00
111-1000-14112	INVENTORY - MATERIAL/ SUPPLY	0.00
111-1000-14116	INVENTORY - LAND & BUILDINGS	16,144,381.44
111-1000-14118	INVENTORY - BAYCO/ SANDEN BLVD	0.00
111-1000-14310	PREPAID EXPENSES - MISC	0.00
111-1000-14410	DEFERRED OUTFLOWS	893,367.00
Total Assets:		20,721,035.69
		<u>20,721,035.69</u>
Liability		
111-2000-20110	FEDERAL INCOME TAX PAYABLE	0.00
111-2000-20111	MEDICARE PAYABLE	0.00
111-2000-20112	CHILD SUPPORT PAYABLE	0.00
111-2000-20113	CREDIT UNION PAYABLE	0.00
111-2000-20114	IRS LEVY PAYABLE	0.00
111-2000-20115	NATIONWIDE DEFERRED COMP	0.00
111-2000-20116	HEALTH INSUR PAY-EMPLOYEE	-192.01
111-2000-20117	TMRS PAYABLE	0.00
111-2000-20118	ROTH IRA PAYABLE	0.00
111-2000-20119	WORKERS COMP PAYABLE	0.00
111-2000-20120	FICA PAYABLE	0.00
111-2000-20121	TEC PAYABLE	0.00
111-2000-20122	STUDENT LOAN LEVY PAYABLE	0.00
111-2000-20123	ALIMONY PAYABLE	0.00
111-2000-20124	BANKRUPTCY PAYABLE	0.00
111-2000-20125	VALIC DEFERRED COMP	0.00
111-2000-20126	ICMA PAYABLE	0.00
111-2000-20127	EMP. LEGAL SERVICES PAYABLE	0.00
111-2000-20130	FLEXIBLE SPENDING ACCOUNT	4,062.40
111-2000-20131	EDWARD JONES DEFERRED COMP	0.00
111-2000-20132	EMP CARE FLITE	12.00
111-2000-20133	Unemployment Comp Payable	741.34
111-2000-20151	ACCRUED WAGES PAYABLE	0.00
111-2000-20180	ADDIT EMPLOYEE INSUR PAY	48.00
111-2000-20199	MISC PAYROLL PAYABLE	0.00
111-2000-20201	AP PENDING	0.00
111-2000-20210	ACCOUNTS PAYABLE	0.00
111-2000-20530	PROPERTY TAXES PAYABLE	0.00
111-2000-20540	NOTES PAYABLE	893,367.00
111-2000-20810	DUE TO GENERAL FUND	0.00

Balance Sheet

As Of 02/28/2022

Account	Name	Balance
111-2000-22270	DEFERRED INFLOW	0.00
111-2000-22275	DEF INFLOW - LEASE PRINCIPAL	0.00
111-2000-22280	DEFERRED INFLOW - LEASE INT	0.00
111-2000-22915	RENTAL DEPOSITS	1,200.00
Total Liability:		899,238.73

Equity

111-3000-34110	FUND BALANCE - RESERVED	0.00
111-3000-34590	FUND BALANCE-UNRESERV/UNDESIG	16,095,802.05
Total Beginning Equity:		16,095,802.05
Total Revenue		9,153,899.02
Total Expense		5,427,904.11
Revenues Over/Under Expenses		3,725,994.91
Total Equity and Current Surplus (Deficit):		19,821,796.96
Total Liabilities, Equity and Current Surplus (Deficit):		<u>20,721,035.69</u>

Wylie Economic Development Corporation

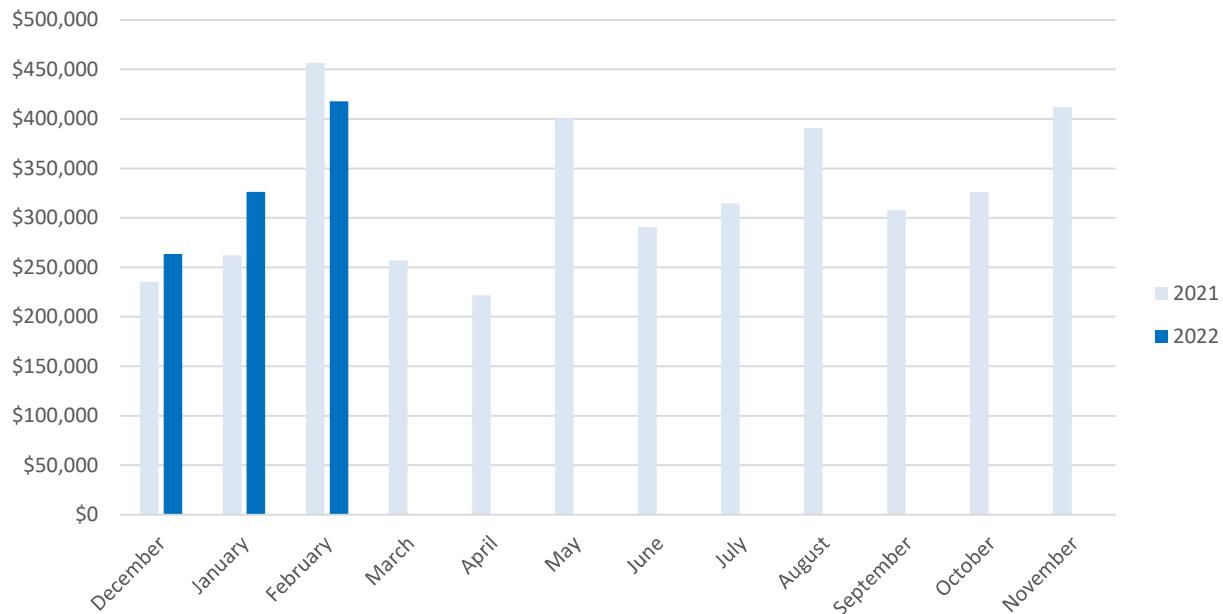
SALES TAX REPORT

February 28, 2022

BUDGETED YEAR

MONTH	FY 2019	FY 2020	FY 2021	FY 2022	DIFF 21 vs. 22	% DIFF 21 vs. 22
DECEMBER	\$ 214,867.15	\$ 226,663.94	\$ 235,381.33	\$ 263,577.66	\$ 28,196.33	11.98%
JANUARY	\$ 223,749.61	\$ 218,520.22	\$ 262,263.52	\$ 326,207.92	\$ 63,944.40	24.38%
FEBRUARY	\$ 307,366.66	\$ 362,129.18	\$ 456,571.35	\$ 417,896.79	\$ (38,674.56)	-8.47%
MARCH	\$ 208,222.32	\$ 228,091.34	\$ 257,187.91	\$ -	\$ -	0.00%
APRIL	\$ 182,499.53	\$ 203,895.57	\$ 221,881.55	\$ -	\$ -	0.00%
MAY	\$ 274,299.18	\$ 289,224.35	\$ 400,371.70	\$ -	\$ -	0.00%
JUNE	\$ 234,173.88	\$ 239,340.35	\$ 290,586.92	\$ -	\$ -	0.00%
JULY	\$ 215,107.94	\$ 296,954.00	\$ 314,559.10	\$ -	\$ -	0.00%
AUGUST	\$ 283,602.93	\$ 325,104.34	\$ 390,790.76	\$ -	\$ -	0.00%
SEPTEMBER	\$ 243,048.40	\$ 259,257.89	\$ 307,681.15	\$ -	\$ -	0.00%
OCTOBER	\$ 224,875.38	\$ 249,357.02	\$ 326,382.38	\$ -	\$ -	0.00%
NOVEMBER	\$ 308,324.41	\$ 384,953.89	\$ 411,813.32	\$ -	\$ -	0.00%
Sub-Total	\$ 2,920,137.37	\$ 3,283,492.09	\$ 3,875,470.98	\$ 1,007,682.37	\$ 53,466.18	9.30%
Total	\$ 2,920,137.37	\$ 3,283,492.09	\$ 3,875,470.98	\$ 1,007,682.37	\$ 53,466.18	9.30%

WEDC Sales Tax Analysis



*** Sales Tax collections typically take 2 months to be reflected as Revenue. SlsTx receipts are then accrued back 2 months.
 Example: February SlsTx Revenue is actually December SlsTx and is therefore the 3rd allocation in FY22.



Wylie City Council

AGENDA REPORT

Department: Planning
 Prepared By: Jasen Haskins, AICP

Account Code: _____

Subject

Consider, and act upon, a Final Plat, being a Replat of Lot 1R-6, Block C of Woodlake Village Addition, establishing two commercial lots on 18.574 acres, located on the northwest corner of State Highway 78 and Spring Creek Parkway.

Recommendation

Motion to approve Item as presented.

Discussion

OWNER: Wal-Mart

APPLICANT: ID Group

The applicant has submitted a Replat to create Lot 1R-6R1 and Lot 1R-6R2, Block C of Woodlake Village Addition. The property is located on the northwest corner of State Highway 78 and Spring Creek Parkway. The land is zoned Commercial Corridor. The purpose of the Replat is to create the lot for a Panda Express restaurant development. The site plan for the development was approved in May of 2021.

This plat is abandoning an existing access easement and adding fire lane and access easements for the new Panda Express development.

The plat is technically correct and abides by all aspects of the City of Wylie Subdivision Regulations. Approval is subject to additions and alterations as required by the City Engineering Department.

For conditional approval or disapproval City Council must provide a written statement of the reasons to the applicant in accordance with Article 212, Section 212.0091 of the Texas Local Gov't Code.

P&Z Commission Discussion

The Commission voted 6-0 to recommend approval.

Financial Summary/Strategic Goals

Planning Management



Wylie City Council

AGENDA REPORT

Department: Planning

Prepared By: Jasen Haskins, AICP

Account Code: _____

Subject

Consider, and act upon, a Preliminary Plat of Lot 1, Block A of Hensley Park Addition, establishing one commercial lot on two acres, located on the northwest corner of Hensley Road and Hooper Road.

Recommendation

Motion to approve Item as presented.

Discussion

OWNER: Keles Group

APPLICANT: Geonav

The applicant has submitted a Preliminary Plat to create Lot 1, Block A of Hensley Park Addition. The property is located on the northwest corner of Hensley Road and Hooper Road. The land is zoned Light Industrial (LI). The purpose of the Preliminary Plat is to create the lot for a four-building LI development.

This plat is dedicating a 30' fire lane and access easement with access from Hooper and Hensley Road. This access easement shall also function as a utility easement for the relocation of an existing water line that runs east to west on the site.

The plat is technically correct and abides by all aspects of the City of Wylie Subdivision Regulations. Approval is subject to additions and alterations as required by the City Engineering Department.

For conditional approval or disapproval City Council must provide a written statement of the reasons to the applicant in accordance with Article 212, Section 212.0091 of the Texas Local Gov't Code.

P&Z Commission Discussion

The Commission voted 7-0 to recommend approval.

Financial Summary/Strategic Goals

Planning Management

STATE OF TEXAS §
COUNTY OF _____ §

WHEREAS MGKG Urban Corporation are the owners a 2.00 acre tract situated in the William Sachse Survey, Abstract No. 835, Collin County, Texas and being all of a tract of land described in a deed to MGKG Urban Corporation as recorded in instrument Number 2011052000522010 of the Official Public Records Collin County, Texas (O.P.R.C.C.T.) and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch found iron rod found with cap stamped "RPLS 3963" at the southeast corner of said MGKG Urban Corporation tract and at the intersection of the west right-of-way line of Hopper Road (60 foot right-of-way) and the north right-of-way line of Hensley Road (65 foot right-of-way) for a corner;

THENCE South 89 degrees 15 minutes 55 seconds West, along the south line of said MGKG Urban Corporation tract and the north right-of-way line of said Hensley Road, a distance of 279.83 feet to a 1/2-inch iron rod set with yellow plastic cap stamped "GEONAV" at the southwest corner of said MGKG Urban Corporation tract and the southeast corner of a tract of land described in a deed to Jali H. Fathullah as recorded in Instrument Number 20210428000852280 (O.P.R.C.C.T.), for a corner;

THENCE North 00 degrees 33 minutes 41 seconds West, departing the north right-of-way line of said Hensley Road and along said common lines a distance of 310.63 feet to a 1/2-inch iron rod set with yellow plastic cap stamped "GEONAV" at the northwest corner of said MGKG Urban Corporation tract and the northeast corner of said Fathullah tract and on the south line of a called Onco Electric Delivery Company, for a corner;

THENCE North 89 degrees 16 minutes 21 seconds East along the north line of said MGKG Urban Corporation tract and the south line of said Onco Electric Delivery Company tract a distance of 280.98 feet to a 5/8-inch iron rod found at the northeast corner of said MGKG Urban Corporation tract and on the west right-of-way line of said Hopper Road, for a corner;

THENCE South 00 degrees 20 minutes 55 seconds East along the east line of said MGKG Urban Corporation tract and the west right-of-way line of said Hopper Road, a distance of 310.60 feet the POINT OF BEGINNING AND CONTAINING 87.095 square feet or 2.00 acres of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That MGKG Urban Corporation, acting herein by and through its (its) duly authorized officers, does hereby adopt this plat designating the herein above described property as LOT 1, BLOCK A, HENSLEY PARK, an addition to the City of Wylie, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, rights-of-way, and other public improvements shown thereon. The streets and alleys, if any, are dedicated for street purposes.

The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements. If approved by the City Council of the City of Wylie. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Wylie's use thereof.

The City of Wylie and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Wylie and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Wylie, Texas.

WITNESS, my hand, this ____ day of _____, 20__.

BY: _____
Authorized Signature of Owner

Printed Name and Title

STATE OF TEXAS §

COUNTY OF _____ §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, Owner, known to me to be the person whose name is subscribed to the foregoing Instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this ____ day of _____, 20__.

Notary Public In and for the State of Texas

My Commission Expires On:

Surveyor's Certificate:

KNOW ALL MEN BY THESE PRESENTS:

That I, Joel C. Howard, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as set were properly placed under my personal supervision in accordance with the Subdivision Ordinance of the City of Wylie.

Signature of Registered Public Land Surveyor
Registration No.6267



STATE OF TEXAS §

COUNTY OF _____ §

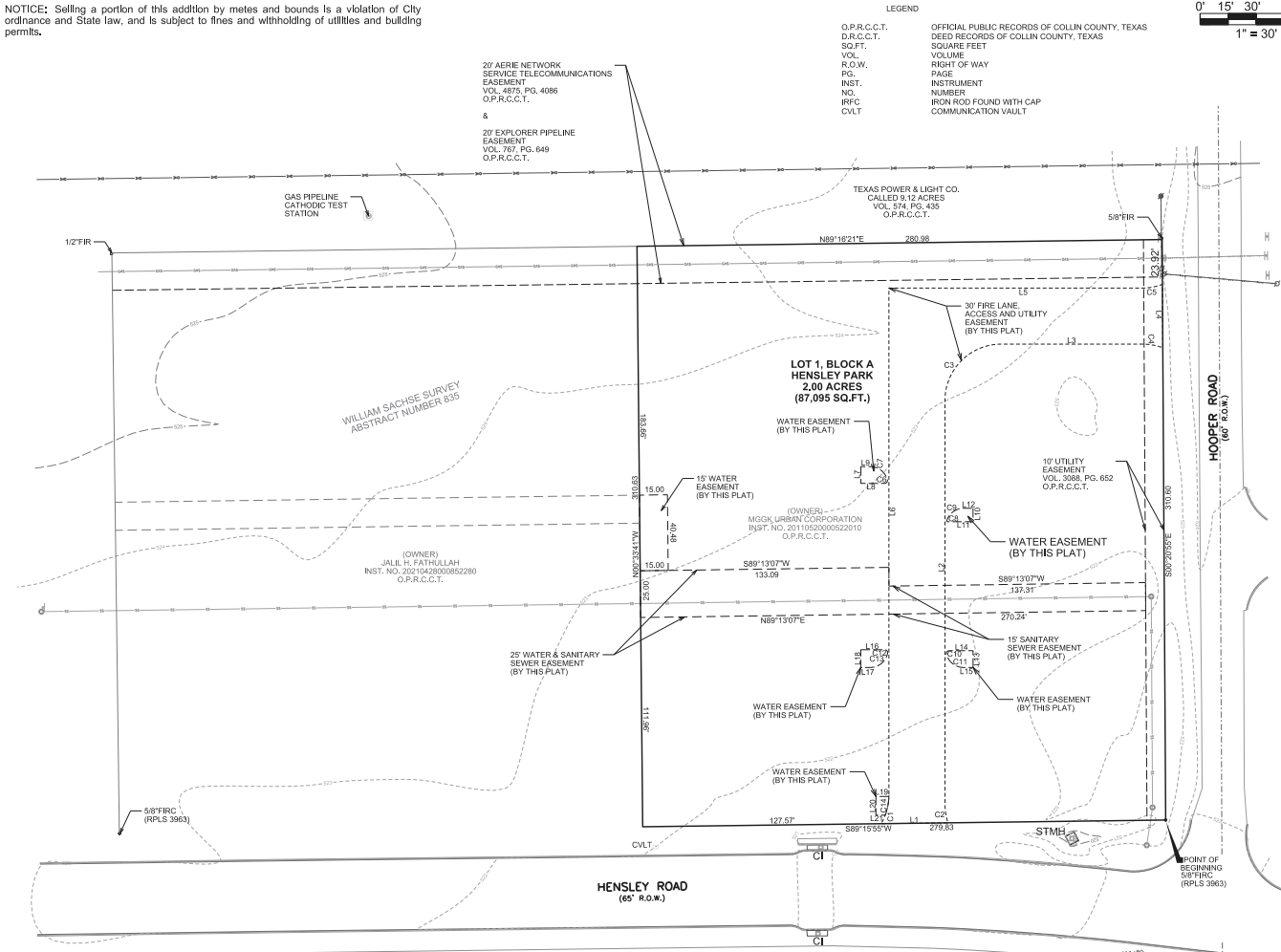
Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, Land Surveyor, known to me to be the person whose name is subscribed to the foregoing Instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this ____ day of _____, 20__.

Notary Public In and for the State of Texas

My Commission Expires On:

NOTICE: Selling a portion of this addition by metes and bounds is a violation of City ordinance and State law, and is subject to fines and withholding of utilities and building permits.



LINE	DESCRIPTION	DISTANCE
1	N 89° 15' 55" W	279.83
2	N 00° 33' 41" W	310.63
3	N 89° 16' 21" E	280.98
4	N 00° 20' 55" E	310.60
5	S 89° 15' 55" W	279.83
6	S 00° 33' 41" W	310.63
7	S 89° 16' 21" E	280.98
8	S 00° 20' 55" E	310.60
9	N 89° 15' 55" W	279.83
10	N 00° 33' 41" W	310.63
11	N 89° 16' 21" E	280.98
12	N 00° 20' 55" E	310.60
13	S 89° 15' 55" W	279.83
14	S 00° 33' 41" W	310.63
15	S 89° 16' 21" E	280.98
16	S 00° 20' 55" E	310.60
17	N 89° 15' 55" W	279.83
18	N 00° 33' 41" W	310.63
19	N 89° 16' 21" E	280.98
20	N 00° 20' 55" E	310.60

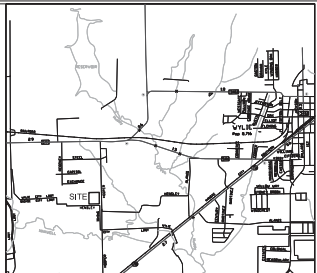
SURVEY	DETA	RADIUS	AL	DESCRIPTION	DISTANCE
1	89° 15' 55"	3000	16.60	N 89° 15' 55" W	16.60
2	00° 33' 41"	3000	16.60	N 00° 33' 41" W	16.60
3	89° 16' 21"	3000	16.60	N 89° 16' 21" E	16.60
4	00° 20' 55"	3000	16.60	N 00° 20' 55" E	16.60
5	89° 15' 55"	3000	16.60	S 89° 15' 55" W	16.60
6	00° 33' 41"	3000	16.60	S 00° 33' 41" W	16.60
7	89° 16' 21"	3000	16.60	S 89° 16' 21" E	16.60
8	00° 20' 55"	3000	16.60	S 00° 20' 55" E	16.60
9	89° 15' 55"	3000	16.60	N 89° 15' 55" W	16.60
10	00° 33' 41"	3000	16.60	N 00° 33' 41" W	16.60
11	89° 16' 21"	3000	16.60	N 89° 16' 21" E	16.60
12	00° 20' 55"	3000	16.60	N 00° 20' 55" E	16.60
13	89° 15' 55"	3000	16.60	S 89° 15' 55" W	16.60
14	00° 33' 41"	3000	16.60	S 00° 33' 41" W	16.60
15	89° 16' 21"	3000	16.60	S 89° 16' 21" E	16.60
16	00° 20' 55"	3000	16.60	S 00° 20' 55" E	16.60

CABINET _____ SLIDE _____

LEGEND
O.P.R.C.C.T.
D.R.C.C.T.
S.O.F.T.
VOL.
R.O.W.
PG.
INST.
NO.
R.F.C.
CVLT

OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
DEED RECORDS OF COLLIN COUNTY, TEXAS
SQUARE FEET
VOLUME
RIGHT OF WAY
PAGE
INSTRUMENT
NUMBER
IRON ROD FOUND WITH CAP
COMMUNICATION VAULT

0' 15' 30' 60'
1" = 30'



VICINITY MAP
NOT TO SCALE

- SURVEYOR'S NOTES:
1. Bearing system for this survey based on the Texas Coordinate System of 1983, North Central Zone (4202).
 2. This survey was prepared without the benefit of a Title Commitment.
 3. Based upon graphical plotting the subject property is located within Zone "X" (unshaded), being defined as those areas determined to be outside the 0.2% annual chance floodplain, as delineated on Flood Insurance Rate Map, Number 4805C0415, dated June 02, 2009.

L.K. PIQUES SURVEY
ABSTRACT NUMBER 703

"RECOMMENDED FOR APPROVAL"

Chairman, Planning & Zoning Commission _____ Date _____
City of Wylie, Texas

"APPROVED FOR CONSTRUCTION"

Mayor, City of Wylie, Texas _____ Date _____

"ACCEPTED"

Mayor, City of Wylie, Texas _____ Date _____

The undersigned, the City Secretary of the City of Wylie, Texas, hereby certifies that the foregoing final plat of the _____ subdivision or addition to the City of Wylie was submitted to the City Council on the ____ day of _____, 20__, and the Council, by formal action, then and there accepted the dedication of streets, alley, parks, easement, public places, and water and sewer lines as shown and set forth in and upon said plat and said Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

Witness my hand this ____ day of _____, A.D., 20__.

City Secretary
City of Wylie, Texas

GEONAV
SURVEYING • MAPPING • SCANNING

3410 MIDCOURT RD, SUITE 110 CARROLLTON, TEXAS 75006
SCALE 1"=30' (9/2) 843-2409 PROJECT NUMBER: 2435
TRPLS FIRM NO. 10194205

DATED: MARCH 01, 2022 DRAWN BY: LEO

**PRELIMINARY PLAT
LOT 1, BLOCK A
HENSLEY PARK
2.00 ACRES**

SITUATED IN THE
WILLIAM SACHSE SURVEY, ABSTRACT NO. 835
CITY OF WYLIE, COLLIN COUNTY, TEXAS
1 COMMERCIAL LOT



Wylie City Council

AGENDA REPORT

Department: Planning
 Prepared By: Jasen Haskins, AICP

Account Code: _____

Subject

Consider, and act upon, a Preliminary Plat of Senior Medical Addition, establishing two lots on 21.3224 acres, generally located adjacent and southwest of 2300 FM 544.

Recommendation

Motion to approve Item as presented.

Discussion

OWNER: Episcopal Church of Dallas

APPLICANT: Roers Development

The applicant has submitted a Preliminary Plat to create Lot 1, Block A of Senior Medical Addition. The property is generally located adjacent and southwest of 2300 FM 544. The property is zoned Planned Development-Multifamily (PD 2022-06) approved in January 2022 and allows for an age restricted multi-family use.

The purpose of the Preliminary Plat is to create two lots to allow for the aforementioned development of an age restricted multi-family use.

This plat dedicates a 26' fire lane and access easement with access from Medical Plaza Drive. The plat also provides utility easements and the location of the 100-year floodplain.

The plat is technically correct and abides by all aspects of the City of Wylie Subdivision Regulations. Approval is subject to additions and alterations as required by the City Engineering Department.

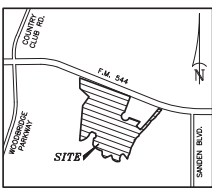
For conditional approval or disapproval City Council must provide a written statement of the reasons to the applicant in accordance with Article 212, Section 212.0091 of the Texas Local Gov't Code.

P&Z Commission Discussion

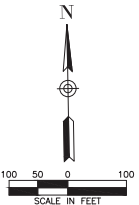
The Commission voted 7-0 to recommend approval.

Financial Summary/Strategic Goals

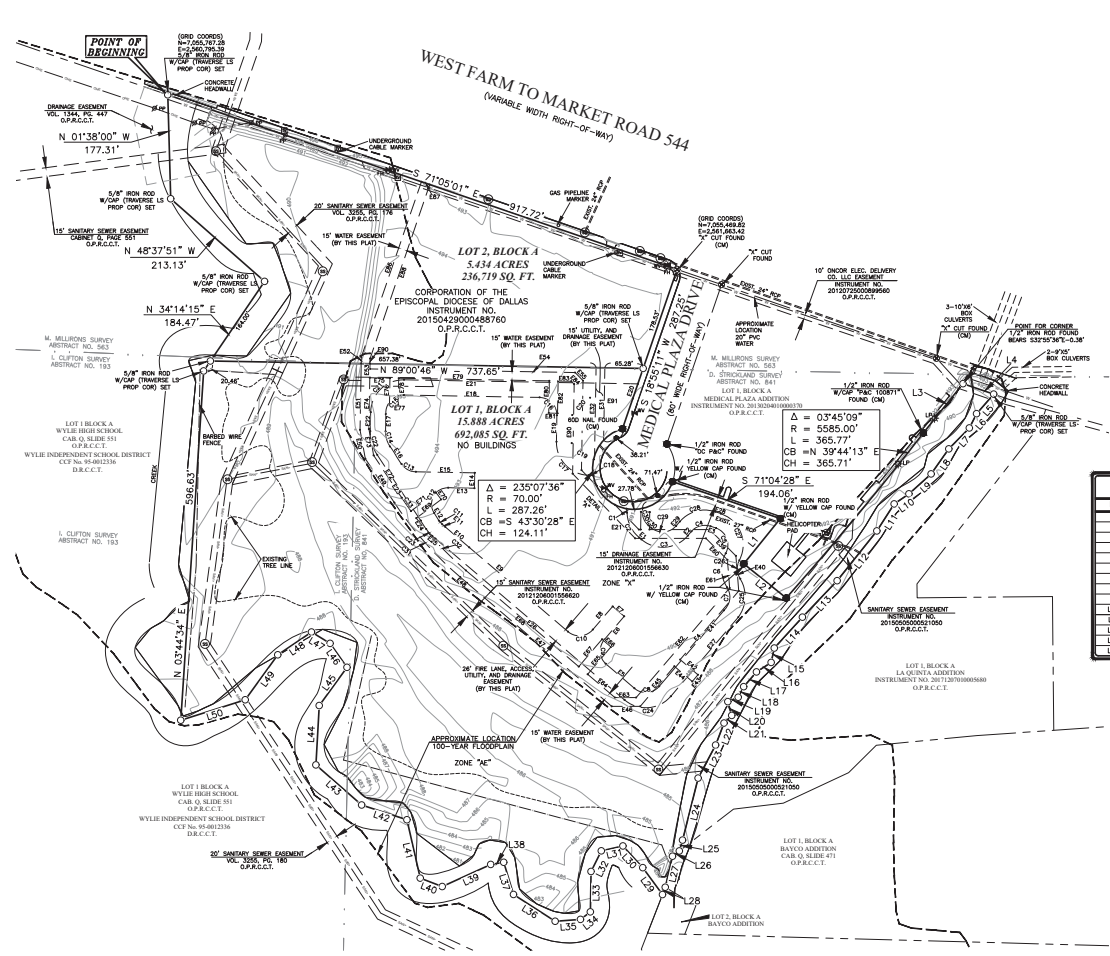
Planning Management



VICINITY MAP
NOT TO SCALE



The Basis of Bearings is from the Texas State Plane Coordinate System, NAD83, North Central Zone as derived from GPS observations using the Altaerra RTK Network and adjusted to surface using a surface scale factor of 1.00015271



LEGEND	
---	BOUNDARY LINE
---	ADJOINER BOUNDARY LINE
---	EASEMENT LINE (AS NOTED)
---	WATER LINE
---	SANITARY SEWER LINE
---	STORM DRAIN LINE (AS NOTED)
---	OVERHEAD ELECTRIC LINE
---	BARBED WIRE
---	WOOD FENCE
○	SET IRON ROD (AS NOTED)
●	FOUND IRON ROD (AS NOTED)
✕	"X" CUT FOUND
✕	"X" CUT SET
W	WATER VALVE
○	FIRE HYDRANT
○	SANITARY SEWER MAN HOLE
○	SANITARY SEWER CLEAN OUT
□	ELECTRIC VAULT
□	TELEVISION VAULT
●	TRAFFIC SIGNAL LIGHT
●	TRAFFIC SIGN
●	STORM MAN HOLE
●	LIGHT POLE
●	POWER POLE
●	BENCHMARK
(CM)	CONTROL MONUMENT
(O.P.R.C.C.T.)	OFFICIAL PUBLIC RECORDS COLLIN COUNTY, TEXAS

FLOOD NOTES

A portion of the subject property shown hereon lies within Zone "AE", Base Flood Elevations Determined, with a determined base flood elevation between 481.00 and 488.00, the rest lies within Zone "X", (areas determined to be outside the 0.2% annual chance floodplain) according to the Flood Insurance Rate Map, Community Panel No. 48055C04151, dated June 2, 2009.

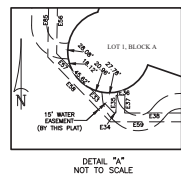
GENERAL NOTES

- All underground utilities shown hereon were taken from existing plans, none of the underground utilities shown hereon have been field verified by the surveyor.
- The purpose of this plat is to create two lots.
- No lot to lot drainage without engineering approval.

EASEMENT LINE TABLE											
No.	Bearing	Distance	No.	Bearing	Distance	No.	Bearing	Distance	No.	Bearing	Distance
E1	S 49°31'21" E	4.89'	E18	S 89°00'46" E	231.43'	E35	N 0°59'54" E	30.15'	E52	N 0°59'54" E	11.18'
E2	N 42°28'39" W	9.83'	E19	S 0°09'14" W	45.16'	E36	S 89°00'46" E	15.00'	E53	S 0°09'14" W	8.87'
E3	S 71°04'28" E	9.90'	E20	S 18°55'11" W	26.41'	E37	S 0°09'14" W	29.90'	E54	S 89°00'46" E	34.99'
E4	S 40°28'39" W	139.46'	E21	N 89°00'46" W	398.60'	E38	N 90°00'00" E	102.54'	E55	S 42°00'46" E	19.39'
E5	N 49°22'12" W	64.40'	E22	S 0°09'14" W	32.56'	E39	S 40°00'00" E	63.34'	E56	S 0°09'14" W	102.50'
E6	N 40°28'39" E	52.12'	E23	S 33°28'59" E	134.00'	E40	S 04°31'21" E	60.03'	E57	S 42°00'46" E	37.22'
E7	N 49°31'21" W	26.00'	E24	S 33°28'59" E	17.45'	E41	S 40°28'39" W	153.76'	E58	S 42°00'46" E	153.37'
E8	S 40°28'39" W	52.12'	E25	S 49°31'21" E	6.87'	E42	S 49°31'21" E	40.00'	E59	N 90°00'00" E	120.30'
E9	N 49°31'21" W	221.19'	E26	S 49°31'21" E	423.71'	E43	S 40°28'39" W	15.00'	E60	S 49°00'00" E	51.59'
E10	N 49°31'21" W	53.68'	E27	N 40°28'39" E	127.84'	E44	N 49°31'21" E	40.00'	E61	S 04°31'21" E	46.39'
E11	N 49°31'21" W	6.87'	E28	N 71°04'28" E	9.90'	E45	S 40°28'39" W	86.74'	E62	S 40°28'39" W	246.33'
E12	N 32°34'17" W	15.12'	E29	S 40°28'39" W	9.63'	E46	N 90°00'00" E	48.64'	E63	N 90°00'00" E	36.19'
E13	S 89°00'46" E	37.33'	E30	N 49°31'21" E	6.31'	E47	N 49°31'21" E	32.42'	E64	N 49°31'21" E	61.19'
E14	N 0°59'54" E	26.26'	E31	S 0°09'14" W	123.75'	E48	N 49°31'21" E	15.11'	E65	N 40°28'39" E	61.22'
E15	N 89°00'46" W	100.32'	E32	N 0°59'14" E	150.77'	E49	N 33°28'59" E	89.68'	E66	N 49°31'21" W	20.00'
E16	N 33°28'59" E	26.73'	E33	S 44°00'46" E	58.73'	E50	S 10°15'46" E	50.25'	E67	S 40°28'39" W	123.22'
E17	N 0°59'15" E	29.40'	E34	N 90°00'00" E	3.02'	E51	N 0°59'14" E	112.83'	E68	N 49°31'21" W	252.64'
E59	S 0°09'14" W	152.50'							E69	N 53°00'46" E	53.16'
E60	N 36°45'53" E	107.82'							E70	N 36°45'53" E	15.00'
E61	S 11°12'25" E	56.25'							E71	S 53°00'46" E	53.16'
E62	S 41°10'21" W	44.23'							E72	N 32°34'17" W	86.60'
E63	S 26°49'37" W	27.32'							E73	N 10°15'46" E	45.40'
E64	S 44°39'07" W	49.89'							E74	N 0°59'14" E	87.41'
E65	S 35°09'11" W	52.25'							E75	S 89°00'46" E	34.34'
E66	S 48°02'49" W	50.78'							E76	N 18°55'05" E	315.64'
E67	S 52°38'55" W	30.53'							E77	S 0°09'14" W	46.59'
E68	S 38°39'40" W	108.48'							E78	N 0°59'14" W	46.59'
E69	S 32°34'51" W	54.66'							E79	S 89°00'46" E	256.72'
E70	S 38°39'40" W	108.48'							E80	S 0°59'14" W	55.03'
E71	S 43°28'59" W	85.81'							E81	S 89°00'46" E	15.00'
E72	S 17°08'22" W	54.30'							E82	N 0°59'14" W	55.03'
E73	S 20°43'09" W	13.22'							E83	S 89°00'46" E	22.51'
E74	S 20°43'09" W	13.22'							E84	S 44°00'46" E	9.90'
E75	S 0°59'14" W	152.50'							E85	S 0°59'14" W	152.50'

CURVE TABLE					
Curve No.	Radius	Length	Delta	Chord Bearing	Chord
C1	30.00'	6.95'	131°16'21"	S 07°54'19" E	6.93'
C2	56.00'	48.59'	49°37'32"	S 26°56'05" E	47.08'
C3	56.00'	87.96'	90°00'00"	N 85°28'39" E	79.20'
C4	30.00'	35.84'	68°28'53"	N 74°42'06" E	33.75'
C5	30.00'	52.38'	100°02'21"	S 21°03'13" E	45.98'
C6	56.00'	60.87'	52°10'54"	S 02°10'54" E	57.74'
C7	30.00'	37.25'	71°08'49"	S 02°15'24" W	34.90'
C8	30.00'	47.12'	90°00'00"	S 89°28'39" W	42.43'
C9	30.00'	45.57'	87°01'48"	S 89°02'18" W	41.33'
C10	30.00'	47.12'	90°00'00"	S 89°28'39" W	42.43'
C11	30.00'	8.40'	16°02'37"	N 41°30'05" W	8.37'
C12	28.00'	60.48'	12°45'33"	S 29°06'54" E	46.30'
C13	30.00'	29.08'	52°31'45"	N 61°14'39" W	27.95'
C14	45.00'	27.07'	34°27'46"	N 16°14'39" W	26.66'
C15	30.31'	50.25'	94°58'12"	N 43°15'23" E	44.69'
C16	30.00'	47.12'	90°00'00"	S 89°28'39" W	42.43'
C17	56.00'	87.96'	90°00'00"	S 89°28'39" W	79.20'
C18	30.00'	7.11'	13°34'32"	S 82°24'24" E	7.09'
C19	30.00'	54.38'	103°17'48"	N 51°55'54" W	47.24'
C20	30.00'	47.13'	90°00'19"	N 45°59'14" W	42.43'
C21	56.00'	87.96'	90°00'00"	S 89°28'39" W	79.20'
C22	70.26'	42.75'	24°31'33"	S 16°21'03" E	42.69'
C23	56.00'	15.68'	16°02'37"	S 41°30'05" W	15.63'
C24	56.00'	87.96'	90°00'00"	S 89°28'39" W	79.20'
C25	59.07'	69.46'	67°22'24"	N 02°53'50" E	65.53'
C26	29.99'	32.93'	62°54'59"	N 03°03'14" W	31.30'
C27	56.21'	97.23'	90°08'27"	N 21°25'12" W	85.56'
C28	56.00'	66.80'	68°26'53"	S 74°42'06" E	62.89'
C29	30.00'	47.12'	90°00'00"	S 89°28'39" W	42.43'
C30	30.00'	32.18'	61°27'55"	N 18°47'23" W	30.66'
C31	607.50'	176.14'	16°02'49"	N 41°29'56" W	169.59'
C32	592.50'	123.16'	11°54'35"	S 42°34'05" E	122.84'
C33	592.50'	27.76'	27°41'12"	N 34°46'49" W	27.76'

BOUNDARY LINE TABLE											
No.	Bearing	Distance	No.	Bearing	Distance	No.	Bearing	Distance	No.	Bearing	Distance
L1	S 38°39'40" W	99.00'	L15	S 12°00'22" W	25.53'	L29	N 36°17'22" E	56.78'	L43	N 48°44'57" E	103.41'
L2	S 51°03'57" E	92.86'	L16	S 56°50'10" W	29.81'	L30	N 42°20'24" W	50.13'	L44	N 03°10'21" E	101.30'
L3	N 36°45'53" E	107.82'	L17	S 41°04'28" W	33.40'	L31	S 77°10'09" W	37.86'	L45	N 36°01'09" E	60.45'
L4	S 11°12'25" E	56.25'	L18	S 72°35'29" W	20.23'	L32	S 26°17'39" W	39.25'	L46	N 30°08'28" W	50.05'
L5	S 41°10'21" W	44.23'	L19	S 67°08'52" W	19.17'	L33	S 01°01'28" W	68.80'	L47	N 58°31'05" W	37.05'
L6	S 26°49'37" W	27.32'	L20	S 16°06'31" E	24.41'	L34	S 52°38'28" W	21.16'	L48	S 55°59'37" W	69.35'
L7	S 44°39'07" W	49.89'	L21	S 42°02'39" W	18.50'	L35	S 69°52'37" W	43.26'	L49	S 39°53'38" W	84.81'
L8	S 35°09'11" W	52.25'	L22	S 20°52'40" W	40.19'	L36	S 57°18'02" W	84.44'	L50	S 72°25'35" W	115.15'
L9	S 48°02'49" W	50.78'	L23	S 27°56'30" W	63.74'	L37	N 18°55'05" E	315.64'			
L10	S 52°38'55" W	30.53'	L24	S 14°03'56" W	108.99'	L38	S 80°28'14" E	22.51'			
L11	S 32°34'51" W	54.66'	L25	S 18°41'25" W	19.24'	L39	S 65°32'55" W	90.81'			
L12	S 38°39'40" W	108.48'	L26	S 52°12'49" W	14.81'	L40	N 69°30'00" E	40.13'			
L13	S 43°28'59" W	85.81'	L27	S 17°08'22" W	54.30'	L41	N 12°50'28" W	101.97'			
L14	S 42°28'09" W	71.30'	L28	S 20°43'09" W	13.22'	L42	N 71°54'16" W	81.16'			



SUMMITAL LOG
1st SUBMITTAL - 01/13/2022
2nd SUBMITTAL - 03/04/2022

PRELIMINARY PLAT
SENIOR MEDICAL
ADDITION

LOTS 1 AND 2, BLOCK A,
21.3224 ACRES

SITUATED IN THE
I.CLIFFORD SURVEY, ABSTRACT NO. 193
MILLIKENS SURVEY, ABSTRACT NO. 563
D.STRAND SURVEY, ABSTRACT NO. 841
AN ADDITION TO THE
CITY OF WYLLIE, COLLIN COUNTY, TEXAS

TRAVERSE
LAND SURVEYING, LLC

14200 Midway Road, Suite 150, Dallas, TX 75244-1141 | 469.784.9321
W: traverselandsurveying.com | Texas Firm No. 10166251

Surveying | Construction | Plotting
Submission Date: March 04, 2022 Project No.: TR-75-21
Name: Corporation of the Episcopal Diocese of Dallas
Address: 1630 N. Garnett Avenue
Dallas, Texas 75208
Phone: 214-826-8310

OWNER/DEVELOPER
Name: Corporation of the Episcopal Diocese of Dallas
Address: 1630 N. Garnett Avenue
Dallas, Texas 75208
Phone: 214-826-8310

Surveyor
Name: Traverse Land Surveying, LLC
Address: 14200 Midway Road, Suite 150
Dallas, Texas 75244
Contact Name: Mark Nace
Phone: 469-784-9321

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS, Corporation of the Episcopal Diocese of Dallas is the Owner of a tract of land situated in the D. Strickland Survey, Abstract No. 841, M. Millions Survey, Abstract No. 563, and the I. Clifton Survey, Abstract No. 185, City of Wylie, Collin County, Texas, being all of that 21.353 acre tract of land conveyed to Corporation of the Episcopal Diocese of Dallas and recorded in Instrument No. 2015042900486780 of the Official Public Records, Collin County, Texas, and also being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with cap stamped "Traverse LS Prop Cor" set on the northwest corner of said Episcopal Diocese of Dallas tract, and the northeast corner of Lot 1, Block A, Wylie High School, an addition to the City of Wylie, Collin County, Texas, according to the plat thereof recorded in Cabinet O, Side 551, Official Public Records, Collin County, Texas, and also being on the south right-of-way line of Farm to Market Road 544 (variable width right-of-way);

TENENCE, South 71 degrees 05 minutes 01 seconds East, along the common northern line of said Episcopal Diocese of Dallas tract, and the south right-of-way line of said Farm to Market Road 544, a distance of 917.72 feet to an "X" cut found for corner (Controlling Monument) (CM), on a northeastern corner of said Episcopal Diocese of Dallas Tract, and on the northwest corner of Lot 1, Block A, Medical Plaza Addition, an addition to the City of Wylie, Collin County, Texas, according to the plat thereof recorded in Instrument No. 2013020401000370, Official Public Records, Collin County, Texas;

TENENCE, South 18 degrees 55 minutes 11 seconds West, along the common interior eastern line of said Episcopal Diocese of Dallas tract, and the west line of said Medical Plaza tract, a distance of 287.25 feet to a 60D Nail found for corner (CM), said nail being the beginning of a curve to the left, having a central angle of 235 degrees 07 minutes 36 seconds, a radius of 70.00 feet and being subtended by a chord bearing of South 43 degrees 30 minutes 28 seconds East, a chord distance of 124.11 feet;

TENENCE, in a southeasterly direction, along the common line of said Episcopal Diocese of Dallas tract, and the south line of said Medical Plaza tract, an arc distance of 287.26 feet to a 1/2 inch iron rod with yellow cap (CM) found for corner on an interior ell corner of said Episcopal Diocese of Dallas tract, and on a southwest corner of said Medical Plaza tract;

TENENCE, South 71 degrees 04 minutes 28 seconds East, along the common interior line of said Episcopal Diocese of Dallas tract, and the south line of said Medical Plaza tract, a distance of 184.06 feet to a 1/2 inch iron rod with yellow cap (CM) found for corner on an interior ell corner of said Episcopal Diocese of Dallas tract, and on a southwest corner of said Medical Plaza tract;

TENENCE, South 38 degrees 56 minutes 03 seconds West, along the common interior line of said Episcopal Diocese of Dallas tract, and the south line of said Medical Plaza tract, a distance of 98.05 feet to a 1/2 inch iron rod with yellow cap (CM) found for corner on an interior ell corner of said Episcopal Diocese of Dallas tract, and on a southwest corner of said Medical Plaza tract;

TENENCE, South 51 degrees 03 minutes 57 seconds East, along the common interior line of said Episcopal Diocese of Dallas tract, and the south line of said Medical Plaza tract, said iron rod being the beginning of a curve to the left, having a central angle of 03 degrees 45 minutes 08 seconds, a radius of 5,585.00 feet and being subtended by a chord bearing of North 39 degrees 44 minutes 13 seconds East, a chord distance of 365.71 feet;

TENENCE, in a northeasterly direction, along the common interior east line of said Episcopal Diocese of Dallas tract, and the east line of said Medical Plaza tract, an arc distance of 365.77 feet to a 1/2 inch iron rod with cap stamped "PAC 100871" (CM) found for corner on an interior ell corner of said Episcopal Diocese of Dallas tract, and on a northeast corner of said Medical Plaza tract;

TENENCE, North 38 degrees 49 minutes 53 seconds East, along the common interior east line of said Episcopal Diocese of Dallas tract, and the east line of said Medical Plaza tract, a distance of 107.82 feet to a point for corner on the northeast corner of said Medical Plaza tract, same being on a northeast corner of said Episcopal Diocese of Dallas tract, from which a 1/2 inch iron rod bears South 52 degrees 55 minutes 36 seconds East, a distance of 0.38 feet;

TENENCE, South 71 degrees 12 minutes 25 seconds East, along the common south right-of-way line of said Farm to Market Road 544, and the north line of said Episcopal Diocese of Dallas tract, a distance of 55.25 feet to a point for corner on the northeast corner of said Episcopal Diocese of Dallas tract, said point also being near the center a small creek;

TENENCE, along the east line of said Episcopal Diocese of Dallas tract, and along the meanders of said creek, the following twenty four (24) courses and distances;

- 1) South 41 degrees 10 minutes 21 seconds West a distance of 44.23 feet to a point for corner;
- 2) South 26 degrees 49 minutes 37 seconds West a distance of 27.32 feet to a point for corner;
- 3) South 44 degrees 33minutes 07 seconds West a distance of 49.99 feet to a point for corner;
- 4) South 35 degrees 09 minutes 11 seconds West a distance of 52.25 feet to a point for corner;
- 5) South 48 degrees 02 minutes 49 seconds West a distance of 50.78 feet to a point for corner;
- 6) South 55 degrees 38 minutes 55 seconds West a distance of 30.53 feet to a point for corner;
- 7) South 32 degrees 34 minutes 51 seconds West a distance of 54.66 feet to a point for corner;
- 8) South 38 degrees 39 minutes 40 seconds West a distance of 108.48 feet to a point for corner;
- 9) South 43 degrees 28 minutes 52 seconds West a distance of 85.81 feet to a point for corner;
- 10) South 42 degrees 28 minutes 09 seconds West a distance of 71.30 feet to a point for corner;
- 11) South 12degrees 00 minutes 23 seconds West a distance of 25.03 feet to a point for corner;
- 12) South 56 degrees 55 minutes 10 seconds West a distance of 29.81 feet to a point for corner;
- 13) South 41 degrees 04 minutes 26 seconds West a distance of 33.40 feet to a point for corner;
- 14) South 27 degrees 30 minutes 26 seconds West a distance of 20.23 feet to a point for corner;
- 15) South 67 degrees 06 minutes 52 seconds West a distance of 19.17 feet to a point for corner;
- 16) South 16 degrees 06 minutes 31 seconds East a distance of 24.41 feet to a point for corner;
- 17) South 45 degrees 20 minutes 29 seconds West a distance of 18.50 feet to a point for corner;
- 18) South 20 degrees 53 minutes 40 seconds West a distance of 40.19 feet to a point for corner;
- 19) South 27 degrees 56 minutes 50 seconds West a distance of 63.74 feet to a point for corner;
- 20) South 14 degrees 03 minutes 56 seconds West a distance of 108.99 feet to a point for corner;
- 21) South 16 degrees 41 minutes 25 seconds West a distance of 19.24 feet to a point for corner;
- 22) South 52 degrees 18 minutes 26 seconds West a distance of 14.81 feet to a point for corner;
- 23) South 13 degrees 08 minutes 22 seconds West a distance of 54.30 feet to a point for corner, on a southwest corner of Lot 1, Bayco Addition, an addition to the City of Wylie, Collin County, Texas according to the plat thereof recorded in Cabinet O, Side 471, Official Public Records Collin County, Texas, and the northwest corner of Lot 2, Block A of said Bayco Addition;

- 24) South 20 degrees 43 minutes 08 seconds West a distance of 13.22 feet to a point for corner near the center of Muddy Creek, said corner being the southeast corner of said Episcopal Diocese of Dallas tract, and in the northerly boundary line of said Wylie High School Addition;

TENENCE, along the common southern line of said Episcopal Diocese of Dallas tract, and the eastern line of said Wylie High School Addition, and also being along the meanders of said Muddy Creek, the following twenty two (22) courses and distances;

- 1) North 36 degrees 17 minutes 22 seconds West a distance of 56.78 feet to a point for corner;
- 2) North 42degrees 20 minutes 24 seconds West a distance of 50.13 feet to a point for corner;
- 3) South 77 degrees 10 minutes 09 seconds West a distance of 37.86 feet to a point for corner;
- 4) South 26 degrees 17 minutes 39 seconds West a distance of 39.25 feet to a point for corner;
- 5) South 01 degrees 01 minutes 28 seconds West a distance of 68.80 feet to a point for corner;
- 6) South 52 degrees 28 minutes 28 seconds West a distance of 21.16 feet to a point for corner;
- 7) South 85 degrees 52 minutes 23 seconds West a distance of 43.26 feet to a point for corner;
- 8) North 57 degrees 18 minutes 02 seconds West a distance of 84.44 feet to a point for corner;
- 9) North 16 degrees 52 minutes 37 seconds West a distance of 57.35 feet to a point for corner;
- 10) South 80 degrees 28 minutes 14 seconds West a distance of 22.53 feet to a point for corner;
- 11) South 65 degrees 32 minutes 55 seconds West a distance of 90.81 feet to a point for corner;
- 12) North 68 degrees 59 minutes 03 seconds West a distance of 40.13 feet to a point for corner;
- 13) North 12 degrees 50 minutes 28 seconds West a distance of 101.97 feet to a point for corner;
- 14) North 71 degrees 54 minutes 18 seconds West a distance of 81.16 feet to a point for corner;
- 15) North 48 degrees 44 minutes 57 seconds West a distance of 103.61 feet to a point for corner;
- 16) North 03 degrees 10 minutes 21 seconds East a distance of 101.30 feet to a point for corner;
- 17) North 36 degrees 01 minutes 09 seconds East a distance of 80.45 feet to a point for corner;
- 18) North 35 degrees 08 minutes 26 seconds West a distance of 50.05 feet to a point for corner;
- 19) North 58 degrees 31 minutes 05 seconds West a distance of 37.05 feet to a point for corner;
- 20) South 55 degrees 59 minutes 37 seconds West a distance of 69.35 feet to a point for corner;
- 21) South 35 degrees 53 minutes 38 seconds West a distance of 94.81 feet to a point for corner;
- 22) South 72 degrees 25 minutes 35 seconds West a distance of 115.15 feet to a point for corner;

TENENCE, North 03 degrees 44 minutes 34 seconds East, departing said Muddy Creek and being along the common west line of said Episcopal Diocese of Dallas tract, and the eastern line of said Wylie High School Addition, a distance of 586.63 feet to a 5/8 inch iron rod with cap stamped "Traverse LS Prop Cor" set on a northwest corner of said Episcopal Diocese Dallas tract, same being a northeast corner of said Wylie High School Addition;

TENENCE, North 34 degrees 14 minutes 15 seconds East, along the common west line of said Episcopal Diocese of Dallas tract, and the east line of said Medical Plaza tract, a distance of 184.47 feet to a 5/8 inch iron rod with cap stamped "Traverse LS Prop Cor" set on a northwest corner of said Episcopal Diocese Dallas tract, same being a northeast corner of said Wylie High School Addition;

TENENCE, North 48 degrees 37 minutes 51 seconds West, along the common west line of said Episcopal Diocese of Dallas tract, and the eastern line of said Wylie High School Addition, a distance of 213.13 feet to a 5/8 inch iron rod with cap stamped "Traverse LS Prop Cor" set on a northwest corner of said Episcopal Diocese Dallas tract, same being a northeast corner of said Wylie High School Addition;

TENENCE, North 01 degrees 38 minutes 09 seconds West, along the common west line of said Episcopal Diocese of Dallas tract, and the eastern line of said Wylie High School Addition, a distance of 177.31 feet to the **POINT OF BEGINNING** and containing 21.3224 acres (928,805 square feet) of land, more or less.

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT I, MARK ALLAN NACE, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON AS SET WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF WYLIE, TEXAS.

PRELIMINARY, THIS SURVEY SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

MARK ALLAN NACE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5539

DATE: _____

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2022

Notary Public in and for the State of Texas

OWNER'S ACKNOWLEDGEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That Corporation of the Episcopal Diocese of Dallas, acting herein by and through its duly authorized officers, does hereby adopt this plat designating the herein above described property as Senior Medical Addition, an addition to the City of Wylie, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, rights-of-way, and other public improvements shown thereon. The streets and alleys, if any, are dedicated for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except City of Wylie, Texas Subdivision Ordinance Adopted 2-25-03, Amended 7-24-07, Amended 9-10-1933 that landscape improvements may be placed in landscape easements, if approved by the City Council of the City of Wylie. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Wylie's use thereof.

The City of Wylie and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Wylie and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Wylie, Texas.

WITNESS, my hand, this _____ day of _____, 2022.

BY: _____

Authorized Signature of Owner

Printed Name and Title

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2022

Notary Public in and for the State of Texas

RECOMMENDED FOR APPROVAL

Chairman, Planning & Zoning Commission
City of Wylie, Texas

APPROVED FOR CONSTRUCTION

Mayor, City of Wylie, Texas

ACCEPTED

Mayor, City of Wylie, Texas

The undersigned, the City Secretary of the City of Wylie, Texas, hereby certifies that the foregoing final plat of the **Senior Medical Addition**, an addition to the City of Wylie was submitted to the City Council on the _____ day of _____, 20____, and the Council, by formal action, then and there accepted the dedication of streets, alleys, parks, easement, public places, and water and sewer lines as shown and set forth in and upon said plat and said Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinafore subscribed.

Witness my hand this _____ day of _____, A.D., 20____.

City Secretary
City of Wylie, Texas

SUMMITTAL LOG	
1st SUBMITTAL	- 01/14/2022
2nd SUBMITTAL	- 03/04/2022

PRELIMINARY PLAT
SENIOR MEDICAL
ADDITION
LOTS 1 AND 2, BLOCK A,
21.3224 ACRES

SITUATED IN THE
I.CLIFFTON SURVEY, ABSTRACT NO. 193
M.MILLIONS SURVEY, ABSTRACT NO. 563
D.STRICKLAND SURVEY, ABSTRACT NO. 841
AN ADDITION TO THE
CITY OF WYLIE, COLLIN COUNTY, TEXAS



SURVEYOR
Name: Traverse Land Surveying, LLC
Address: 14200 Midway Road, Suite 130
Dallas, Texas 75244
Contact Name: Mark Nace
Phone: 469-784-9321

OWNER/DEVELOPER
Name: Corporation of the Episcopal Diocese of Dallas
Address: 1630 N. Garnett Avenue
Dallas, Texas 75206
Phone: 214-826-8310

14200 Midway Road, Suite 130, Dallas, TX 75244 | T: 469.784.9321
W: TraverseLandSurveying.com | Texas Firm No. 301968321
Surveying | Construction Staking | Platting
Submission Date: March 4, 2022 Project No.: TR-75-21



Wylie City Council

AGENDA REPORT

Department:	Purchasing	Account Code:	611-5715-56040 611-5719-52040
Prepared By:	Glenna Hayes		

Subject

Consider, and act upon, the approval of the purchase of Utility Billing Services from DataProse, LLC in the estimated annual amount of \$120,000.00, through an existing City of Plano contract, and authorizing the Interim City Manager to execute all necessary documents.

Recommendation

Motion to approve Item as presented.

Discussion

The City utilizes an outside service provider (DataProse, LLC) to provide statement printing services for monthly utility invoices, late notices, and City newsletters. Services include folding, inserting, postage, and mail services.

The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 791 of the Texas Government Code and Section 271 Subchapter F of the Local Government Code; and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. Approval of this item will establish an annual agreement with renewals.

City of Plano Bid #2021-0440-AC (annual contract with renewals)

City of Wylie Agreement W2022-76-I

Financial Summary/Strategic Goals



Wylie City Council

AGENDA REPORT

Department:	<u>Finance</u>	Account Code:	<u>See Exhibit A</u>
Prepared By:	<u>Melissa Beard</u>		<u>611-5712-54330</u>

Subject

Consider, and act upon, Ordinance No. 2022-29 amending Ordinance No. 2021-43, which established the budget for fiscal year 2021-2022; providing for repealing, savings and severability clauses; and providing for an effective date of this ordinance.

Recommendation

Motion to approve Item as presented.

Discussion

In order for construction to commence on two (2) Texas Department of Transportation (TxDOT) projects, Country Club & FM 544 Improvements and FM 2514 Improvements, the City has to relocate our utilities (water mains) out of the way to avoid conflicts with the new paving section. Advanced Funding Agreements (AFAs) have been developed with TxDOT to construct the new appurtenances in the amounts of \$536,744.27 and \$575,110.83 respectively. These amounts were based on construction cost estimates generated by our consulting engineer on both projects, Grantham & Associates, Inc.

City staff requests additional funds in the amount of \$1,200,000 to cover the contracted amounts outlined in the AFAs, as well as possible project overruns.

Financial Summary/Strategic Goals

The overall effect of this amendment is to increase the Utility Fund budget by \$1,200,000 which will reduce the fund balance by the same amount.

ORDINANCE NO. 2022-29

AN ORDINANCE OF THE CITY OF WYLIE, TEXAS, AMENDING ORDINANCE NO. 2021-43, WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2021-2022; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council heretofore adopted Ordinance No. 2021-43 setting forth the Budget for Fiscal Year 2021-2022 beginning October 1, 2021, and ending September 30, 2022; and,

WHEREAS, the City Departments and Divisions routinely review their budget appropriations to determine if any changes are necessary; and

WHEREAS, based upon said review the City staff now recommends that certain amendments to the Budget be considered by the City Council; see Exhibit A; and,

WHEREAS, the City Council has the authority to make amendments to the City Budget under Article VII, Section 4 of the City Charter, as well as State law; and,

WHEREAS, the City Council has determined that the proposed amendments to the FY 2021-2022 Budget; see Exhibit A, with the revenues and expenditures therein contained, is in the best interest of the City; and therefore, desires to adopt the same by formal action.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WYLIE, TEXAS:

SECTION I: The proposed amendments to the FY 2021-2022 Budget of the City of Wylie; Exhibit A, as heretofore adopted by Ordinance No. 2022-29, are completely adopted and approved as amendments to the said FY 2021-2022 Budget.

SECTION II: All portions of the existing FY 2021-2022 Budget and Ordinance No. 2021-43, except as specifically herein amended, shall remain in full force and effect, and not be otherwise affected by the adoption of the amendatory ordinance.

SECTION III: Should any paragraph, sentence, sub-division, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part or parts as declared to be invalid, illegal, or unconstitutional.

SECTION IV: This ordinance shall be in full force and effect from and after its adoption by the City Council and publication of its caption as the law and the City Charter provide in such cases.

SECTION V: That all other ordinances and code provisions in conflict herewith are hereby repealed to the extent of any such conflict or inconsistency and all other provisions of the Wylie City Code not in conflict herewith shall remain in full force and effect.

SECTION VI: The repeal of any ordinance, or parts thereof, by the enactment of the Ordinance, shall not be construed as abandoning any action now pending under or by virtue of such ordinance; nor shall it have the effect of discontinuing, abating, modifying or altering any penalty accruing or to accrue,

nor as affecting any rights of the municipality under any section or provision of any ordinances at the time of passage of this ordinance.

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas, this 22nd day of March, 2022.

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary

Budget Amendment
TXDOT Advance Refunding Agreement

Exhibit A

Fund	Department	Account Number	Account Description	Debit	Credit
611	5712	54330	Water Mains & Fire Hydrants	1,200,000.00	
				<u>1,200,000.00</u>	<u>0.00</u>



Wylie City Council

AGENDA REPORT

Department: Engineering

Account Code: 611-5712-54330

Prepared By: Tim Porter

Subject

Consider, and act upon, Resolution No. 2022-08(R) authorizing the Interim City Manager of the City of Wylie, Texas, or his designee, to execute an Advance Funding Agreement between the State of Texas and the City of Wylie, and to take any and all other actions necessary to effectuate the same; and providing for an effective date hereof.

Recommendation

Motion to approve Item as presented.

Discussion

Prior to beginning construction of FM 2514 (Parker Road), the Texas Department of Transportation (TxDOT) requires the City of Wylie to move waterlines in conflict with the roadway plans. To meet the time constraints of the project and take advantage of the economy of scale of the TxDOT roadway project, City staff has worked with TxDOT on the subject Advanced Funding Agreement (AFA) for the amount of \$575,110.83. This estimated amount developed by our consultant Grantham & Associates, Inc. is for the cost of TxDOT to construct the relocation of approximately 3,300 linear feet of existing 6-inch and 8-inch water line along Parker Road/North Ballard Avenue, between Brown Street and Paul Wilson Road. The replacement water line will be 8-inch in diameter.

Previously, a contract with Grantham and Associates, Inc. was approved for the design of this water relocation project and the construction plans are currently 100% complete. TxDOT must encumber the construction funding for this project by March of 2022 and the plans must be finalized by the Spring of 2022 for this project to be successful. The attached agreement will allow the project to continue without delay, including allowing TxDOT the ability to review the construction plans as the project progresses.

Financial Summary/Strategic Goals

Infrastructure.

RESOLUTION NO. 2022-08(R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER OF THE CITY OF WYLIE, TEXAS, OR HIS DESIGNEE, TO EXECUTE AN ADVANCE FUNDING AGREEMENT BETWEEN THE STATE OF TEXAS AND THE CITY OF WYLIE, AND TO TAKE ANY AND ALL OTHER ACTIONS NECESSARY TO EFFECTUATE THE SAME; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS:

SECTION 1. The Interim City Manager, or his designee, is hereby authorized to execute, on behalf of the City of Wylie, the Advance Funding Agreement with the State of Texas, in the form attached hereto as Exhibit 1, and to take any and all other actions necessary to effectuate the same. Should the final, executed version of the Agreement be modified from the version attached as Exhibit 1, such final, executed version shall replace Exhibit 1 of this resolution for all purposes.

SECTION 2. A copy of this resolution shall be forwarded to the Texas Department of Transportation.

SECTION 3. This resolution shall be effective immediately upon its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS on this 22nd day of March, 2022.

Matthew Porter, Mayor

ATTEST TO:

Stephanie Storm, City Secretary

Exhibit 1
Form of Agreement

[9 pages attached hereto]

CSJ # 2679-03-015
 RCSJ # 2679-03-017; U ID # U00012467
 District #18-Dallas AFA ID Z00002848
 Code Chart 64 # 47050
 Project: FM 2514

STATE OF TEXAS §
 COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT FOR VOLUNTARY UTILITY RELOCATION CONTRIBUTIONS ON STATE HIGHWAY IMPROVEMENT PROJECTS

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation ("State") and **The City of Wylie** ("Utility"),

WITNESSETH

WHEREAS, Transportation Code, Chapters 201, 221, and 361, authorize the State to lay out, construct, maintain, and operate a system of streets, roads and highways that comprise the State Highway System; and,

WHEREAS, Transportation Code, Chapter 203, Subchapter E, Transportation Code §203.092 authorizes the State to regulate the placement of public utility facilities along a state highway; and,

WHEREAS, Texas Transportation Commission Minute Order Number 116073 authorizes the State to undertake and complete a highway improvement generally described as: **roadway widening** ("Project"); and,

WHEREAS, Utility possesses facilities that are affected by the above mentioned highway improvement and Utility, and the State agrees that it is more economical or efficient for such relocation to be effected by including said contract in the State's highway construction contract;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them kept and performed as hereafter set forth, the State and Utility do agree as follows:

AGREEMENT

1. Time Period Covered

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and Utility will consider it to be in full force and effect until the Project described in this agreement has been completed and accepted by all parties or unless terminated, as provided.

2. Project Funding and Work Responsibilities

A. The State will authorize the performance of only those Project items of work which are eligible for relocation reimbursements or for which Utility has requested and has agreed to pay for as described in Attachment A - Payment Provision and Work Responsibilities, which is attached to and made a part of this contract. In addition to identifying those items of work to be paid for by payments to the State, Attachment A - Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of Utility and will be carried out and completed by Utility, at no cost to the State. The Utility

CSJ # 2679-03-015
 RCSJ # 2679-03-017; U ID # U00012467
 District #18-Dallas AFA ID Z00002848
 Code Chart 64 # 47050
 Project: FM 2514

shall be responsible for costs that are shown on Attachment B, Estimated Utility Costs, which is attached to and made a part of this agreement.

- B.** If the Utility will perform any work under this contract for which reimbursement will be provided by or through the State, the Utility must complete training before a letter of authority is issued. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures and Qualification for the Texas Department of Transportation*. The Utility shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Utility or an employee of a firm that has been contracted by the Utility to perform oversight of the Project. The State in its discretion may deny reimbursement if the Utility has not designated a qualified individual to oversee the Project.
- C.** Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

3. Termination

- A.** This agreement may be terminated in the following manner:
 1. By mutual written agreement and consent of both parties;
 2. By either party upon the failure of the other party to fulfill the obligations set forth in this agreement; or
 3. By the State if it determines that the performance of the Project or utility work is not in the best interest of the State.
- B.** If the agreement is terminated in accordance with the above provisions, Utility will be responsible for the payment of Project costs incurred by the State on behalf of Utility up to the time of termination.

4. Right of Access

If Utility is the owner of any part of the Project site, Utility shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

5. Adjustments Outside the Project Site

Utility will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

6. Responsibilities of the Parties and Indemnity

Utility acknowledges that it is not an agent, servant, employee of the State, nor is it engaged in a joint enterprise, and it is responsible for its own acts and deeds and for those of its agents or employees during the performance of the work on the Project. To the extent permitted by law, Utility agrees to indemnify and hold harmless the State, its agents and employees, from all suits, actions, or claims and from all liability and damages for any and all injuries or damages sustained by any person or property in consequence with the performance of design, construction, maintenance, or operation of the Utility facility. Such indemnity includes but is not limited to any claims or amounts arising or recovered under the "Worker's Compensation Law",

CSJ # 2679-03-015
RCSJ # 2679-03-017; U ID # U00012467
District #18-Dallas AFA ID Z00002848
Code Chart 64 # 47050
Project: FM 2514

the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.

7. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between Utility and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

8. Successors and Assigns

The State and Utility each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

9. Amendments

By mutual written consent of the parties, the scope of work and payment provisions of this agreement may be amended prior to its expiration.

10. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A - Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the Utility Accommodation Rules as set forth in 43 Texas Administrative Code §21.31 et. seq. adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

11. Maintenance

Upon completion of the Project, Utility will assume responsibility for the maintenance of the completed Utility facility unless otherwise specified in Attachment A to this agreement.

12. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

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 RCSJ # 2679-03-017; U ID # U00012467
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Utility:	State:
<u>City of Wylie</u>	Director of Contract Services
<u>300 Country Club Road #100</u>	Texas Department of Transportation
<u>Wylie, Texas 75098</u>	125 E. 11 th Street
	Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

13. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

14. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

15. Access to Information

The Utility is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

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Project: FM 2514

Each party is signing this agreement on the date stated under that party's signature.

THE UTILITY

Signature

Brent Parker

Typed or Printed Name

Interim City Manager, City of Wylie

Title

Date

THE STATE OF TEXAS

District Engineer

Date

CSJ # 2679-03-015
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ATTACHMENT A

PAYMENT PROVISION AND WORK RESPONSIBILITIES

1. Description of the Work Items

The parties agree that the existing water mains and associated appurtenances shall be relocated and adjustments shall be made along FM 2514 from Brown Street to Paul Wilson Road in the City of Wylie, Collin County. The water mains and associated appurtenances facilities shall be owned, operated, and maintained by Utility from and after completion and final acceptance by the State and Utility. The estimated total construction cost for the relocated and adjusted facilities is \$575,110.83. The parties agree that it is their intent to complete the relocation improvements within this estimate of cost.

2. Actual Cost Agreement

Utility will be responsible for paying all costs associated with the planning, specification, and estimate (PS&E) development, and construction of the proposed utility work to the extent such is not reimbursed pursuant to state law. All the costs associated with construction of the water mains and associated appurtenances items for the Project shall be provided as defined under the Standard Utility Agreement, Utility Joint Use Agreement, and/or the Agreement to Contribute Funds executed between the State and Utility.

3. Schedule of Payments

- A.** At least forty-five (45) days prior to the date set for receipt of the construction bids, the Utility shall remit its remaining financial share for the State's estimated construction oversight and construction costs. Utility must advance to the State one hundred percent (100%) of its share of the estimated Project utility construction costs. The amount to be advanced for the utility improvements is estimated to be \$ \$575,110.83. (See Attachment B – Estimated Utility Costs)
- B.** In the event the State determines that additional funding is required by the Utility at any time during the Project, the State will notify the Utility in writing. The Utility is responsible for one hundred percent (100%) of the authorized project cost and any overruns. The Utility will make payment to the State within thirty (30) days from receipt of the State's written notification.
- C.** Whenever funds are paid by the Utility to the State under this agreement, the Utility will remit a warrant made payable to the "Texas Department of Transportation." The warrant will be deposited by the State and managed by the State. Until the final Project accounting, funds may only be applied by the State to the Project.
- D.** Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Utility, the State, or the Federal Government will be promptly paid by the owing party.

4. Work Responsibilities

- A.** The **Utility** shall provide the following services under this contract:
 - i. Responsible for engaging the services of a Texas Registered Professional Engineer to prepare drawings and technical specifications for waterline relocations and adjustments along water mains and associated appurtenances.
 - ii. Provide the plans and specifications to the State to include in the current planning specifications and estimate package being prepared by representatives of the Texas Department of Transportation's Collin County Area Office.

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- iii. Secure all necessary permitting as may be required for the installation of the water mains and associated appurtenances line.
- iv. Arrange and coordinate with the contractor, through the State, materials and equipment testing, rejection of all work not conforming to minimum requirements of the construction contract documents, maintenance of the proposed water mains and associated appurtenances during construction, and the relocation of water mains and associated appurtenances and connection of services to customers.
- v. Advise the State of work that Utility determines should be corrected or rejected.
- vi. Arrange, observe, and inspect all acceptance testing and notify the State of the results of these activities.
- vii. Provide inspection services for the construction, notify the State of defects and deficiencies in the work, and observe actions of the contractor to correct such defects and deficiencies.
- viii. Assume all responsibility for the maintenance of the existing water mains and associated appurtenances during and upon completion of the construction contract.
- ix. Ensure all Texas Commission on Environmental Quality and all other regulatory rules, regulations and laws are strictly adhered to.
- x. Prepare and submit both a certificate of substantial completion and a list of observed items requiring completion or correction for the relocations and adjustments to the Project Engineer for concurrence.
- xi. Coordinate all construction activities performed by Utility's staff for the relocations and adjustments through the Project Engineer.

B. The State shall provide the following services under this contract:

- i. Combine the water mains and associated appurtenances relocation and adjustment plans with the plans being prepared for the Project.
- ii. Review and approve the final construction plans prior to any construction-related activities. In order to ensure federal and/or state funding eligibility, projects must be authorized by the State prior to advertising for construction.
- iii. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project.
- iv. Negotiate and administer all field changes and change orders required for the Project. All change orders increasing construction costs for Utility's Project shall be submitted to Utility for review and approval together with an evaluation. Utility agrees to review and either approve or disapprove all change orders within five (5) business days after receipt of such order unless Utility Board's approval is necessary in which case Utility shall bring the item to Utility Board as soon as reasonably possible.
- v. Provide overall project management to supervise the day-to-day activities of the construction and monitor the activities of the contractor to promote the timely and efficient completion of the Project in accordance with the approved Plans and Specifications and construction schedule.
- vi. Conduct field observations and coordinate with Utility's inspectors and the contractor to cure defects and deficiencies in the construction prior to final acceptance.
- vii. Make timely payment to the contractor for work performed in connection with the Project.

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- viii. Ensure access and permit Utility's inspectors and other authorized representatives to inspect the waterline construction at all times.
- ix. Conduct and coordinate final inspection of the Project in the presence of Utility's Engineer and Inspector, transmit final list of items to be completed or repaired and observe contractor correction of same.
- x. Maintain job file.

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ATTACHMENT B ESTIMATED UTILITY COSTS

Based on various calculations, following are those amounts due and payable for Utility's costs associated with this project.

Total Estimated Costs	\$575,110.83
Less Betterment Amount Due from Utility	\$0.00
Amount of total utility relocation Costs	\$575,110.83
Estimated Amount Eligible for Reimbursement (Calculated eligibility Ratio – N/A %)	\$0.00
Amount of Utility Adjustment Due from Utility	\$575,110.83
Estimated amount to be included in Construction Agreement	
A. Betterment	\$0.00
B. Utility Adjustment	\$575,110.83
GRAND TOTAL	\$575,110.83

Betterment Ratio Calculation

Estimated Betterment Costs

1. N/A
2. N/A

Betterment Calculation:

Total Costs of Betterment (Estimated)	-	\$ N/A
Total Costs of Project (Estimated)	-	\$ N/A

***Betterment Percentage for final cost determination: N/A% of final cost of relocation
 Determination of Betterment – Comparison of estimated cost to replace “as is”
 versus estimated costs associated with the betterment.***

Item A: N/A

Item B: N/A

**Parker Road Water Line Relocation
City of Wylie**

OPINION OF PROBABLE CONSTRUCTION COST

December 3, 2021

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	ITEM PRICE
1	43	SY	SAWCUT, REMOVE, & DISPOSE ASPHALT PAVING	\$ 20.00	\$ 860.00
2	148	SY	SAWCUT, REMOVE, & DISPOSE CONCRETE DRIVEWAY, STREET, & SIDEWALK PAVING	\$ 20.00	\$ 2,960.00
3	6	SY	REMOVE & DISPOSE GRAVEL DRIVE	\$ 20.00	\$ 120.00
4	4	EA	FIRE HYDRANT REMOVE, SALVAGE & TRANSPORT TO CITY	\$ 500.00	\$ 2,000.00
5	4	EA	REMOVE & DISPOSE WATER VALVE	\$ 250.00	\$ 1,000.00
6	200	LF	ABANDON 2" WATER WITH FLOWABLE BACKFILL, INCLUDING SEALS (AT RAILROAD)	\$ 10.00	\$ 2,000.00
7	200	LF	ABANDON 8" WATER WITH FLOWABLE BACKFILL, INCLUDING SEALS (AT RAILROAD)	\$ 20.00	\$ 4,000.00
8	2,864	SY	SODDING	\$ 7.50	\$ 21,480.83
9	6	SY	GRAVEL DRIVE CONSTRUCT	\$ 30.00	\$ 180.00
10	5	SY	SIDEWALK 4" CLASS 'C' CONSTRUCT	\$ 60.00	\$ 300.00
11	186	SY	TEMPORARY ASPHALT PAVEMENT CONSTRUCT, VARIABLE THICKNESS PER PLANS	\$ 60.00	\$ 11,160.00
12	5	EA	CONNECT TO EXISTING WATER	\$ 1,500.00	\$ 7,500.00
13	33	LF	6" PVC C-900 WATER CLASS 150 DR-18 PVC FURNISH & INSTALL BY OPEN CUT	\$ 60.00	\$ 1,980.00
14	2,739	LF	8" PVC C-900 WATER CLASS 150 DR-18 PVC FURNISH & INSTALL BY OPEN CUT	\$ 90.00	\$ 246,510.00
15	75	LF	8" PVC C-900 WATER CLASS 150 DR-18 PVC WITH 14" STEEL CASING BY OPEN CUT	\$ 200.00	\$ 15,000.00
16	315	LF	8" PVC C-900 WATER CLASS 150 DR-18 PVC WITH 14" STEEL CASING BY BORE	\$ 350.00	\$ 110,250.00
17	3.2	TN	DUCTILE IRON FITTINGS FURNISH & INSTALL	\$ 6,000.00	\$ 19,200.00
18	8	EA	FURNISH AND INSTALL 6" VALVE	\$ 1,500.00	\$ 12,000.00
19	20	EA	FURNISH AND INSTALL 8" VALVE	\$ 2,000.00	\$ 40,000.00
20	1	EA	FURNISH AND INSTALL 2" BLOW OFF VALVE PER CITY STANDARDS	\$ 1,500.00	\$ 1,500.00
21	5	EA	WATER SERVICE 1" SHORT SIDE, NEW METER & CONNECT	\$ 1,500.00	\$ 7,500.00
22	11	EA	WATER SERVICE 1" LONG SIDE, NEW METER & CONNECT	\$ 2,000.00	\$ 22,000.00
23	1	EA	WATER SERVICE 2" SHORT SIDE, NEW METER & CONNECT	\$ 1,750.00	\$ 1,750.00
24	1	EA	WATER SERVICE 2" LONG SIDE, NEW METER & CONNECT	\$ 2,500.00	\$ 2,500.00
25	8	EA	FIRE HYDRANT FURNISH & INSTALL, INCLUDING CONCRETE PAD & APPURTENANCES	\$ 3,000.00	\$ 24,000.00
26	1	EA	WATER LINE TEST	\$ 5,000.00	\$ 5,000.00
27	2,830	LF	TRENCH SAFETY (FOR WATER)	\$ 2.00	\$ 5,660.00
28	1	LS	TRENCH AND BORE PIT SAFETY AT RAILROAD BORE PITS	\$ 5,000.00	\$ 5,000.00
29	2	EA	PROVIDE TREE PROTECTION, PRIVATE PROPERTY (AS REQUIRED FOR CONSTRUCTION PER CITY INSPECTOR)	\$ 100.00	\$ 200.00
30	30	LF	REMOVE, REPLACE 24" DRIVEWAY CMP	\$ 50.00	\$ 1,500.00

TOTAL \$ 575,110.83



Wylie City Council

AGENDA REPORT

Department: Engineering

Account Code: 611-5712-54330

Prepared By: Tim Porter

Subject

Consider, and act upon, Resolution No. 2022-09(R) authorizing the Interim City Manager of the City of Wylie, Texas, or his designee, to execute an Advance Funding Agreement between the State of Texas and the City of Wylie, and to take any and all other actions necessary to effectuate the same; and providing for an effective date hereof.

Recommendation

Motion to approve Item as presented.

Discussion

Prior to beginning construction at the FM 544 and Country Club intersection, the Texas Department of Transportation (TxDOT) requires the City of Wylie to move waterlines in conflict with the roadway plans. To meet the time constraints of the project and take advantage of the economy of scale of the TxDOT roadway project, City staff has worked with TxDOT on the subject Advanced Funding Agreement (AFA) for the amount of \$536,744.27. This estimated amount developed by our consultant Grantham & Associates, Inc. is for the cost of TxDOT to construct the relocation of approximately 1,200 linear feet of existing 20" PVC water line, along the south side of FM 544, near the FM 544 and Country Club intersection, and approximately 500 linear feet of existing 12" PVC water line, south of the intersection, along the east side of Woodbridge Parkway.

Previously, a contract with Grantham and Associates, Inc. was approved for the design of this water relocation project and the construction plans are currently 90% complete. TxDOT must encumber the construction funding for this project by March of 2022 and the plans must be finalized in the Spring of 2022 for this project to be successful. The attached agreement will allow the project to continue without delay, including allowing TxDOT the ability to review the construction plans as the project progresses.

Financial Summary/Strategic Goals

Infrastructure.

RESOLUTION NO. 2022-09(R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER OF THE CITY OF WYLIE, TEXAS, OR HIS DESIGNEE, TO EXECUTE AN ADVANCE FUNDING AGREEMENT BETWEEN THE STATE OF TEXAS AND THE CITY OF WYLIE, AND TO TAKE ANY AND ALL OTHER ACTIONS NECESSARY TO EFFECTUATE THE SAME; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS:

SECTION 1. The Interim City Manager, or his designee, is hereby authorized to execute, on behalf of the City of Wylie, the Advance Funding Agreement with the State of Texas, in the form attached hereto as Exhibit 1, and to take any and all other actions necessary to effectuate the same. Should the final, executed version of the Agreement be modified from the version attached as Exhibit 1, such final, executed version shall replace Exhibit 1 of this resolution for all purposes.

SECTION 2. A copy of this resolution shall be forwarded to the Texas Department of Transportation.

SECTION 3. This resolution shall be effective immediately upon its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS on this 22nd day of March, 2022.

Matthew Porter, Mayor

ATTEST TO:

Stephanie Storm, City Secretary

Exhibit 1
Form of Agreement

[9 pages attached hereto]

CSJ # 0619-03-061
 District #18-DallasAFA ID _____
 Code Chart 64 #47050
 Project: FM 544 and FM 1378

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT FOR VOLUNTARY UTILITY RELOCATION CONTRIBUTIONS ON STATE HIGHWAY IMPROVEMENT PROJECTS

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation ("State") and **The City of Wylie** ("Utility"),

WITNESSETH

WHEREAS, Transportation Code, Chapters 201, 221, and 361, authorize the State to lay out, construct, maintain, and operate a system of streets, roads and highways that comprise the State Highway System; and,

WHEREAS, Transportation Code, Chapter 203, Subchapter E, Transportation Code §203.092 authorizes the State to regulate the placement of public utility facilities along a state highway; and,

WHEREAS, Texas Transportation Commission Minute Order Numbers 116073 and 115291 authorizes the State to undertake and complete a highway improvement generally described as: **the construction of intersection improvements to include left and right turn lanes** ("Project"); and,

WHEREAS, Utility possesses facilities that are affected by the above mentioned highway improvement and Utility, and the State agrees that it is more economical or efficient for such relocation to be effected by including said contract in the State's highway construction contract;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them kept and performed as hereafter set forth, the State and Utility do agree as follows:

AGREEMENT

1. Time Period Covered

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and Utility will consider it to be in full force and effect until the Project described in this agreement has been completed and accepted by all parties or unless terminated, as provided.

2. Project Funding and Work Responsibilities

A. The State will authorize the performance of only those Project items of work which are eligible for relocation reimbursements or for which Utility has requested and has agreed to pay for as described in Attachment A - Payment Provision and Work Responsibilities, which is attached to and made a part of this contract. In addition to identifying those items of work to be paid for by payments to the State, Attachment A - Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of Utility and will be carried out and completed by Utility, at no cost to the State. The Utility

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 District #18-DallasAFA ID _____
 Code Chart 64 #47050
 Project: FM 544 and FM 1378

shall be responsible for costs that are shown on Attachment B, Estimated Utility Costs, which is attached to and made a part of this agreement.

- B.** If the Utility will perform any work under this contract for which reimbursement will be provided by or through the State, the Utility must complete training before a letter of authority is issued. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures and Qualification for the Texas Department of Transportation*. The Utility shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Utility or an employee of a firm that has been contracted by the Utility to perform oversight of the Project. The State in its discretion may deny reimbursement if the Utility has not designated a qualified individual to oversee the Project.
- C.** Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

3. Termination

- A.** This agreement may be terminated in the following manner:
 1. By mutual written agreement and consent of both parties;
 2. By either party upon the failure of the other party to fulfill the obligations set forth in this agreement; or
 3. By the State if it determines that the performance of the Project or utility work is not in the best interest of the State.
- B.** If the agreement is terminated in accordance with the above provisions, Utility will be responsible for the payment of Project costs incurred by the State on behalf of Utility up to the time of termination.

4. Right of Access

If Utility is the owner of any part of the Project site, Utility shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

5. Adjustments Outside the Project Site

Utility will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

6. Responsibilities of the Parties and Indemnity

Utility acknowledges that it is not an agent, servant, employee of the State, nor is it engaged in a joint enterprise, and it is responsible for its own acts and deeds and for those of its agents or employees during the performance of the work on the Project. To the extent permitted by law, Utility agrees to indemnify and hold harmless the State, its agents and employees, from all suits, actions, or claims and from all liability and damages for any and all injuries or damages sustained by any person or property in consequence with the performance of design, construction, maintenance, or operation of the Utility facility. Such indemnity includes but is not limited to any claims or amounts arising or recovered under the "Worker's Compensation Law", the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.

CSJ # 0619-03-061
 District #18-DallasAFA ID _____
 Code Chart 64 #47050
 Project: FM 544 and FM 1378

7. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between Utility and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

8. Successors and Assigns

The State and Utility each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

9. Amendments

By mutual written consent of the parties, the scope of work and payment provisions of this agreement may be amended prior to its expiration.

10. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A - Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the Utility Accommodation Rules as set forth in 43 Texas Administrative Code §21.31 et. seq. adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

11. Maintenance

Upon completion of the Project, Utility will assume responsibility for the maintenance of the completed Utility facility unless otherwise specified in Attachment A to this agreement.

12. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

Utility:	State:
City of Wylie	Director of Contract Services
300 Country Club Road #100	Texas Department of Transportation
Wylie, Texas 75098	125 E. 11 th Street
	Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided in this agreement. Either party may change the above address by sending

CSJ # 0619-03-061
District #18-DallasAFA ID _____
Code Chart 64 #47050
Project: FM 544 and FM 1378

written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

13. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

14. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

15. Access to Information

The Utility is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

CSJ # 0619-03-061
District #18-DallasAFA ID _____
Code Chart 64 #47050
Project: FM 544 and FM 1378

Each party is signing this agreement on the date stated under that party's signature.

THE UTILITY

Signature

Brent Parker

Typed or Printed Name

Interim City Manager, City of Wylie

Title

Date

THE STATE OF TEXAS

District Engineer

Date

CSJ # _____
 District # _____ AFA ID _____
 Code Chart 64 # _____
 Project: _____

ATTACHMENT A

PAYMENT PROVISION AND WORK RESPONSIBILITIES

1. Description of the Work Items

The parties agree that the existing water mains and associated appurtenances shall be relocated and adjustments shall be made along the south side of intersection of FM 544 and FM 1378 in the City of Wylie, Collin County. The water mains and associated appurtenances facilities shall be owned, operated, and maintained by Utility from and after completion and final acceptance by the State and Utility. The estimated total construction cost for the relocated and adjusted facilities is \$536,744.27. The parties agree that it is their intent to complete the relocation improvements within this estimate of cost.

2. Actual Cost Agreement

Utility will be responsible for paying all costs associated with the planning, specification, and estimate (PS&E) development, and construction of the proposed utility work to the extent such is not reimbursed pursuant to state law. All the costs associated with construction of the water mains and associated appurtenances items for the Project shall be provided as defined under the Standard Utility Agreement, Utility Joint Use Agreement, and/or the Agreement to Contribute Funds executed between the State and Utility.

3. Schedule of Payments

- A. At least forty-five (45) days prior to the date set for receipt of the construction bids, the Utility shall remit its remaining financial share for the State's estimated construction oversight and construction costs. Utility must advance to the State one hundred percent (100%) of its share of the estimated Project utility construction costs. The amount to be advanced for the utility improvements is estimated to be \$536,744.27. (See Attachment B – Estimated Utility Costs)
- B. In the event the State determines that additional funding is required by the Utility at any time during the Project, the State will notify the Utility in writing. The Utility is responsible for one hundred percent (100%) of the authorized project cost and any overruns. The Utility will make payment to the State within thirty (30) days from receipt of the State's written notification.
- C. Whenever funds are paid by the Utility to the State under this agreement, the Utility will remit a warrant made payable to the "Texas Department of Transportation." The warrant will be deposited by the State and managed by the State. Until the final Project accounting, funds may only be applied by the State to the Project.
- D. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Utility, the State, or the Federal Government will be promptly paid by the owing party.

4. Work Responsibilities

- A. The **Utility** shall provide the following services under this contract:
 - i. Responsible for engaging the services of a Texas Registered Professional Engineer to prepare drawings and technical specifications for waterline relocations and adjustments along the south side of intersection of FM 544 and FM 1378 in the City of Wylie, Collin County.

CSJ # _____
 District # _____ AFA ID _____
 Code Chart 64 # _____
 Project: _____

- ii. Provide the plans and specifications to the State to include in the current planning specifications and estimate package being prepared by representatives of the Texas Department of Transportation's Collin County Area Office.
- iii. Secure all necessary permitting as may be required for the installation of the water mains and associated appurtenances line.
- iv. Arrange and coordinate with the contractor, through the State, materials and equipment testing, rejection of all work not conforming to minimum requirements of the construction contract documents, maintenance of the proposed water mains and associated appurtenances during construction, and the relocation of water mains and associated appurtenances and connection of services to customers.
- v. Advise the State of work that Utility determines should be corrected or rejected.
- vi. Arrange, observe, and inspect all acceptance testing and notify the State of the results of these activities.
- vii. Provide inspection services for the construction, notify the State of defects and deficiencies in the work, and observe actions of the contractor to correct such defects and deficiencies.
- viii. Assume all responsibility for the maintenance of the existing water mains and associated appurtenances during and upon completion of the construction contract.
- ix. Ensure all Texas Commission on Environmental Quality and all other regulatory rules, regulations and laws are strictly adhered to.
- x. Prepare and submit both a certificate of substantial completion and a list of observed items requiring completion or correction for the relocations and adjustments to the Project Engineer for concurrence.
- xi. Coordinate all construction activities performed by Utility's staff for the relocations and adjustments through the Project Engineer.

B. The State shall provide the following services under this contract:

- i. Combine the water mains and associated appurtenances relocation and adjustment plans with the plans being prepared for the Project.
- ii. Review and approve the final construction plans prior to any construction-related activities. In order to ensure federal and/or state funding eligibility, projects must be authorized by the State prior to advertising for construction.
- iii. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project.
- iv. Negotiate and administer all field changes and change orders required for the Project. All change orders increasing construction costs for Utility's Project shall be submitted to Utility for review and approval together with an evaluation. Utility agrees to review and either approve or disapprove all change orders within five (5) business days after receipt of such order unless Utility Board's approval is necessary in which case Utility shall bring the item to Utility Board as soon as reasonably possible.
- v. Provide overall project management to supervise the day-to-day activities of the construction and monitor the activities of the contractor to promote the timely and efficient completion of the Project in accordance with the approved Plans and Specifications and construction schedule.

CSJ # _____
District # _____ AFA ID _____
Code Chart 64 # _____
Project: _____

- vi. Conduct field observations and coordinate with Utility's inspectors and the contractor to cure defects and deficiencies in the construction prior to final acceptance.
- vii. Make timely payment to the contractor for work performed in connection with the Project.
- viii. Ensure access and permit Utility's inspectors and other authorized representatives to inspect the waterline construction at all times.
- ix. Conduct and coordinate final inspection of the Project in the presence of Utility's Engineer and Inspector, transmit final list of items to be completed or repaired and observe contractor correction of same.
- x. Maintain job file.

CSJ # _____
 District # _____ AFA ID _____
 Code Chart 64 # _____
 Project: _____

ATTACHMENT B ESTIMATED UTILITY COSTS

Based on various calculations, following are those amounts due and payable for Utility's costs associated with this project.

Total Estimated Costs
 \$ 536,744.27

Less Betterment Amount Due from Utility
 \$ 0.00

Amount of total utility relocation Costs
\$ 536,744.27

Estimated Amount Eligible for Reimbursement
 (Calculated eligibility Ratio – 0 %)
 \$ 0.00

Amount of Utility Adjustment Due from Utility
 \$ 536,744.27

Estimated amount to be included in Construction Agreement

A. Betterment	\$ 0.00
B. Utility Adjustment	\$ 536,744.27
GRAND TOTAL	\$ 536,744.27

Betterment Ratio Calculation

Estimated Betterment Costs

1. \$ 0.00
2. \$ 0.00

Betterment Calculation:

Total Costs of Betterment (Estimated)	-	\$ 0.00
Total Costs of Project (Estimated)	-	\$ 536,744.27

***Betterment Percentage for final cost determination: .__0 % of final cost of relocation
 Determination of Betterment – Comparison of estimated cost to replace “as is”
 versus estimated costs associated with the betterment.***

Item A:

Item B:

FM 544 / Country Club Utility Relocations
City of Wylie
OPINION OF PROBABLE CONSTRUCTION COST @ 90% DESIGN

January 26, 2022

ITEM NO.	DESCRIPTION	UNIT	Unit Price	TOTAL QUANTITY	Item Price
1	FURNISH, INSTALL 20" C905 DR-18 PVC WATER	LF	\$ 200.00	1,044	\$ 208,800.00
2	FURNISH, INSTALL 12" C900 DR-18 PVC WATER	LF	\$ 100.00	500	\$ 50,000.00
3	FURNISH, INSTALL 8" C900 DR-18 PVC WATER	LF	\$ 70.00	26	\$ 1,820.00
4	FURNISH, INSTALL 20" C905 DR-18 PVC WATER W/ 30" STEEL CASING BY BORE	LF	\$ 500.00	128	\$ 64,000.00
5	DUCTILE IRON FITTINGS	TN	\$ 6,000.00	6	\$ 33,600.00
6	FURNISH AND INSTALL 20" BUTTERFLY VALVE WITH OPERATOR VALVE VAULT	EA	\$ 15,000.00	3	\$ 45,000.00
7	FURNISH AND INSTALL 12" GATE VALVE	EA	\$ 3,500.00	3	\$ 10,500.00
8	FURNISH AND INSTALL 8" GATE VALVE	EA	\$ 2,500.00	3	\$ 7,500.00
9	FURNISH AND INSTALL FIRE HYDRANT W/ 6" VALVE & LEAD	EA	\$ 6,500.00	3	\$ 19,500.00
10	TRENCH SAFETY (WATER LINE)	LF	\$ 2.00	1,698	\$ 3,396.00
11	CONNECT TO EXISTING 20" WATER	EA	\$ 5,500.00	2	\$ 11,000.00
12	CONNECT TO EXISTING 12" WATER	EA	\$ 1,500.00	1	\$ 1,500.00
13	CONNECT TO EXISTING 8" WATER	EA	\$ 1,400.00	3	\$ 4,200.00
14	SAWCUT & REMOVE CONCRETE PAVING	SY	\$ 25.00	42	\$ 1,050.00
15	PROVIDE TEMPORARY GRAVEL SURFACE	SY	\$ 15.00	42	\$ 630.00
16	SAWCUT, REMOVE & REPLACE 7" CONCRETE DRIVEWAY	SY	\$ 45.00	15	\$ 675.00
17	SAWCUT, REMOVE & REPLACE 4" SIDEWALK	SY	\$ 60.00	36	\$ 2,160.00
18	SAWCUT & REMOVE 4" SIDEWALK	SY	\$ 25.00	7	\$ 175.00
19	CONSTRUCT BARRIER FREE RAMP	EA	\$ 1,000.00	1	\$ 1,000.00
20	WATER LINE TEST	LS	\$ 5,000.00	1	\$ 5,000.00
21	ABANDON AND BACKFILL VALVE	EA	\$ 100.00	4	\$ 400.00
22	REMOVE TREE (2" - 6")	EA	\$ 250.00	3	\$ 750.00
23	REMOVE TREE (6" - 12")	EA	\$ 500.00	2	\$ 1,000.00
24	SODDING (10-FOOT WIDE)	SY	\$ 8.00	1,787	\$ 14,293.33
				Sub-Total	\$ 487,949.33
				CONTINGENCY (10%)	\$ 48,794.93
				TOTAL	\$ 536,744.27



Wylie City Council

AGENDA REPORT

Department: Planning
Prepared By: Jasen Haskins, AICP

Account Code: _____

Subject

Hold a Public Hearing to consider, and act upon, a change in zoning from Commercial Corridor (CC) to Commercial Corridor - Special Use Permit (CC-SUP) to allow for expansion of a self-storage use on 4.282 acres, property located at 3475 W. FM 544 (ZC 2021-27).

Recommendation

Motion to approve Item as presented.

Discussion

OWNER: Great American Storage Partners LLC

APPLICANT: Brian Roach

The applicant is requesting a Special Use Permit (SUP) to allow for the continued use and expansion of a self-storage business on 4.282 acres generally located at 3475 W. FM 544.

The original site plan for Right Space Storage was approved in October of 2003. Any expansion to the development requires a Special Use Permit as the use is currently legally non-conforming due to the use no longer being allowed by-right in the Commercial Corridor (CC) zoning district.

The Special Use Permit request proposes to add one building that measures 3,155 sq. ft. and a second building which measures 7,440 sq. ft.

The conditions allow for the site to have a minimum of 15% of landscaping. The site currently has approximately 16% of landscaping. The site provides five parking spaces with one being an ADA space.

The new structures are proposed to match the existing self-storage buildings by providing a brick exterior. At the recommendation of the Planning and Zoning Commission, the site has been limited to a maximum of one story or 15' in height for the entirety of the use (Section III.2).

The site is mostly screened from FM 544 by commercial properties to the south and east. The railroad is to the north and McCreary Road is to the west. Both are screened with a brick wall and landscape buffers. See Staff Exhibit "A."

The proposed additions are not altering any of the existing fire lane or vehicular access throughout the site.

A site plan review and approval shall be required prior to any building permits being applied for.

Notifications/Responses: 11 notifications were mailed with no responses received in favor or in opposition of the request.

P&Z Commission Discussion

The Commission voted 7-0 to recommend approval with the addition of a SUP condition limiting the height of the self-storage to one story.

Financial Summary/Strategic Goals

Planning Management



McCreary FM 544 Addition Lot 2R, Block 1**EXHIBIT "B"****Conditions For Special Use Permit****I. PURPOSE:**

The purpose of this Special Use Permit is to allow for the continued use and expansion of a mini-warehouse (self-storage) use as shown on the Zoning Exhibit (Exhibit C).

II. GENERAL CONDITIONS:

1. The site shall be developed and uses allowed shall be in accordance with Commercial Corridor (CC) design standards, as provided in Article 4 and 5 of the City of Wylie Zoning Ordinance as adopted April 2021, except as specifically provided herein.
2. This Special Use Permit shall not affect any regulations within the Zoning Ordinance (adopted as of April 2021), except as specifically provided herein.
3. The design and development of the McCreary FM 544 Addition, Lot 2R Block 1 development shall take place in general accordance with the Zoning Exhibit (Exhibit C).

III. SPECIAL CONDITIONS:

1. The mini-warehouse (self-storage) use shall be allowed as a condition of the SUP and as generally depicted on the zoning exhibit.
2. The self-storage use shall be limited to a maximum of one story or 15' in height even in the event of sale, remodel, or rebuild for any reason.
3. Section 4.3.E of the Zoning Ordinance (Landscaping) shall not apply. Required landscaping shall be generally as currently exists, being a minimum of 15% of the site.
4. A minimum of 5 parking spaces shall be required as shown on the Zoning Exhibit (Exhibit C).

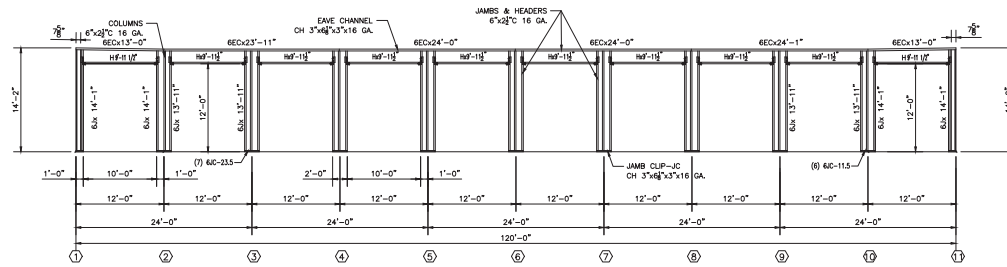
3475 W. FM 544, Wylie, Texas 75098
BLK 1, LOT 2R; ID: R-8451-001-002R-1

RIGHT SPACE
WYLIE, TX

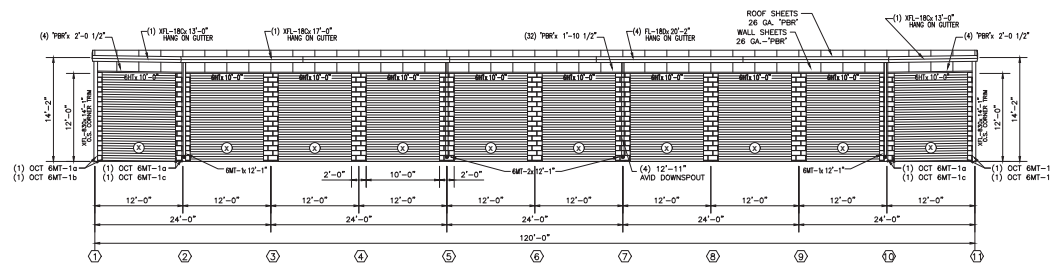
AVID
BUILDING SYSTEMS
BOX 5879 ROUND ROCK, TEXAS 78663-5879
512-2943 1-512-491-9255 1-512-491-9293

P.O. BOX 5879 ROUND ROCK, TEXAS 78683-5879
1-877-856-2843 1-512-491-9255 1-512-491-9293 FAX

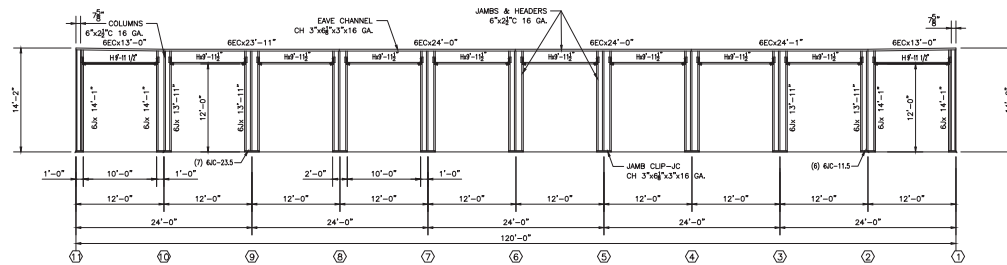
REVISED



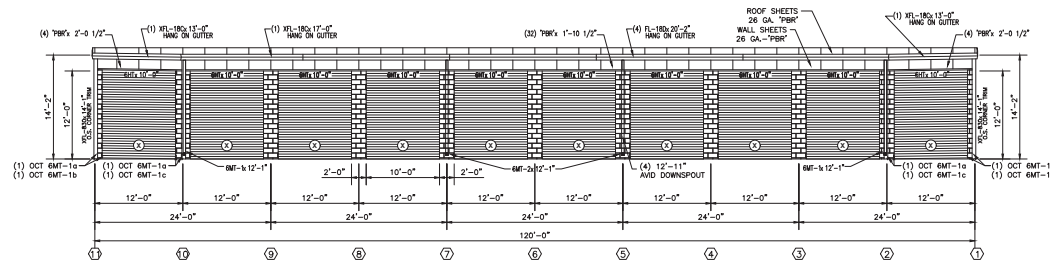
SIDEWALL FRAMING ELEVATION @ COLUMN LINE A
BUILDING 2 - SCALE: 1/8" = 1'-0"



SIDEWALL SHEETING ELEVATION @ COLUMN LINE A
BUILDING 2 - SCALE: 1/8" = 1'-0"



SIDEWALL FRAMING ELEVATION @ COLUMN LINE Q
BUILDING 2 - SCALE: 1/8" = 1'-0"



SIDEWALL SHEETING ELEVATION @ COLUMN LINE Q
BUILDING 2 - SCALE: 1/8" = 1'-0"

No.	Revision/Issue	Date
1	Approval	07/22/21
2	Revision	01/07/22
3		
4		

CARTER-RIGHT SPACE STORAGE
WYLIE, TX

***** THIS DRAWING IS THE PROPERTY OF AVID BUILDING SYSTEMS AND IS NOT TO BE REPRODUCED OR USED FOR ANY PURPOSES, INCLUDING BUT NOT LIMITED TO, REPRODUCTION, DISTRIBUTION, OR ANY OTHER FORM OF COMMUNICATION. *****



01-07-2022

1-877-856-8043

1-352-491-5893 FAX

BUILDING 2

DESCRIPTION
SIDE WALL ELEVATIONSDWG BY
CHK

CHECKED BY

JOB NO.
88823Date
07-15-2021Scale
Ref. Drawing

SHEET

A-3

OF SHEETS

19 SURVEY DRAWING

3550 W. Robinson Street, Third Floor
Norman, Oklahoma 73072
Main Office Phone No.: 405-253-2444

69

Site Summary

Project:

Right Space Storage Expansion
3475 W. FM 544, Wylie, Texas 75098

Existing Zoning:

CC (Commercial Corridor)

Proposed Use:

Storage

Lot Area:

186,534 SF or 4.282 Acres

Existing Storage Use:

72,021 sf

Proposed Additional Storage:

10,595 sf

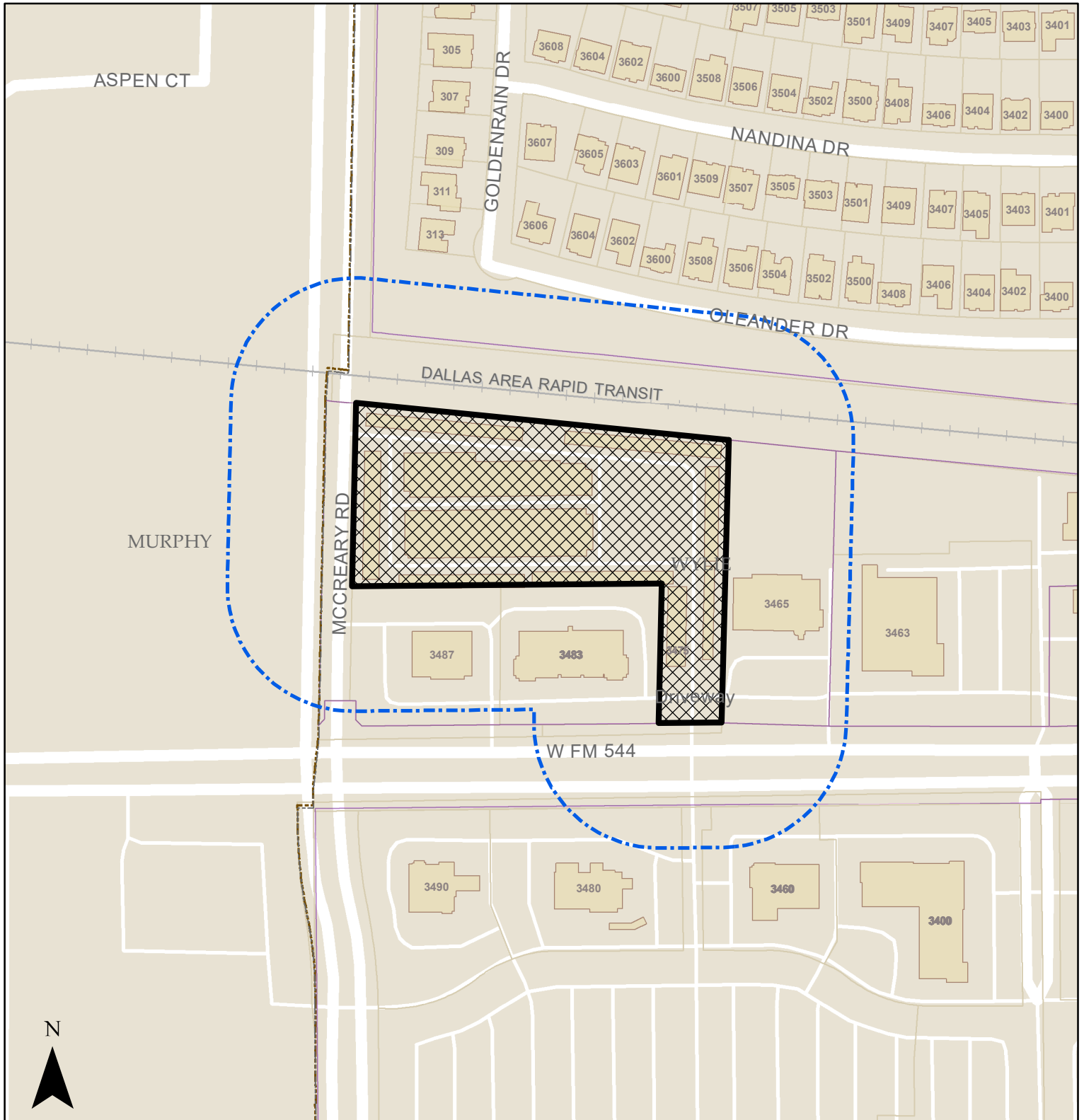
Total Combined Storage Footage (New & Existing):

82,616 sf

Landscaped Area:

Approximately 30,356 sf or 16.27%

Notification Map



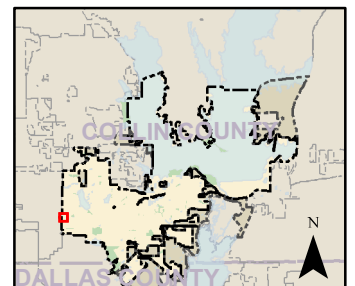
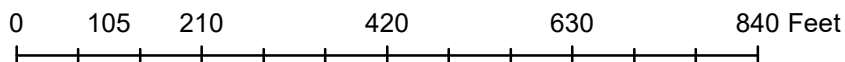
ZC 2021-27; Right Space Storage; 3475 W FM 544



200 Foot Notification Buffer

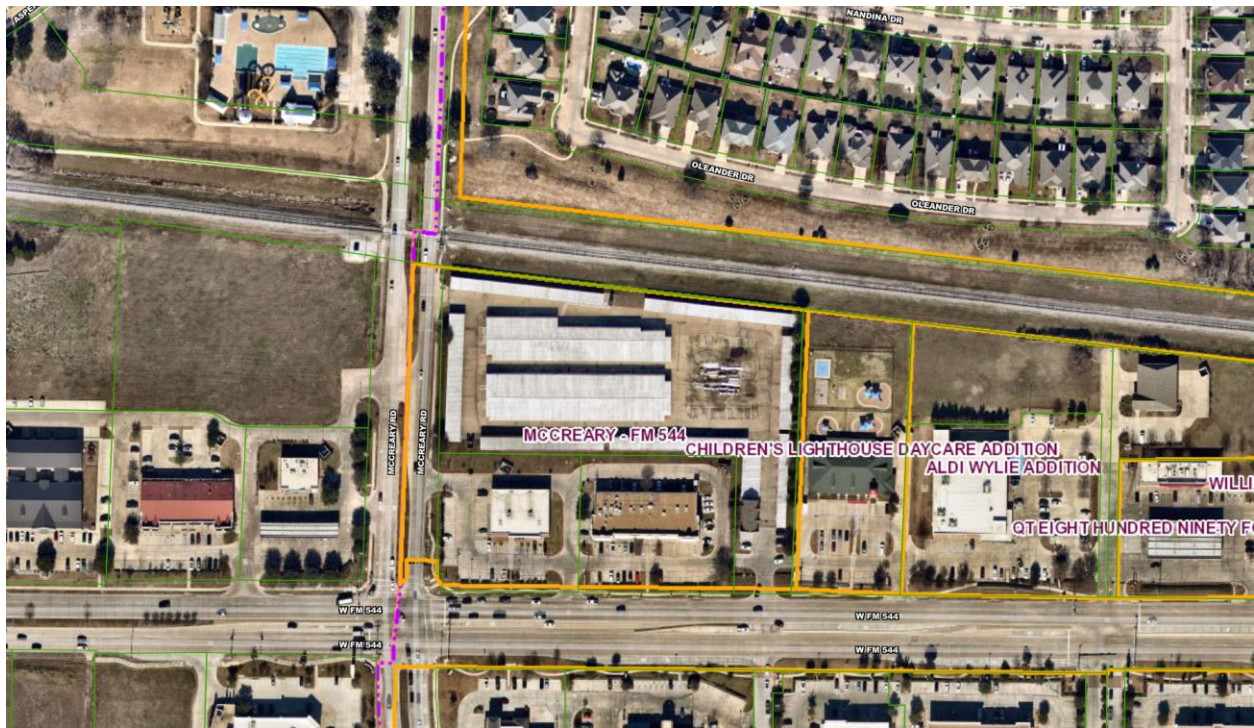


Subject Property



Staff Exhibit "A"

Aerial



McCreary Road looking southeast to north side of property



McCreary looking northeast unto south side of property



FM544 looking north unto south side of property





Wylie City Council

AGENDA REPORT

Department: Planning
Prepared By: Jasen Haskins, AICP

Account Code: _____

Subject

Hold a public hearing to consider, and act upon, Resolution No. 2022-10(R) of the City Council of the City of Wylie, authorizing the Texas Housing Foundation to exercise its powers on property known as Wylie Senior Apartments, located at 2310 West FM 544, Wylie, Texas, within the territorial boundaries of the City of Wylie, Texas; and authorizing the interim city manager to execute a cooperation agreement.

Recommendation

Motion to approve Item as presented.

Discussion

In September 2021 the City Council approved a resolution of no objection to Roers Development's tax credit application to the Texas Department of Housing and Community Affairs for a senior affordable living development.

Roers has since secured zoning, platting, and site plan approval for the development. Also, in that time Roers has partnered with the Texas Housing Foundation, a non-profit affordable housing authority, to continue the development. In this partnership, THF will acquire the property and Roers will lease the property and develop it. Roers has partnered with THF in order for the property to remain tax exempt, lowering overall development and operating costs. The property is currently tax exempt as it is owned by the Episcopal Church of Dallas.

In order for THF to acquire the property and operate within the City of Wylie, a resolution is being sought from the City Council as required by the Texas Local Government Code (392.017(d)).

At Roers request, staff has prepared a resolution, which states the project location, name, in addition to approving the Interim City Manager entering into a cooperation agreement (Exhibit A, attached separately) with THF regarding the development. In accordance with the requirements of the Texas Local Government Code, the cooperation agreement states that the City authorizes THF to operate within the City of Wylie and limits their operation to the Wylie Senior Living development.

Financial Summary/Strategic Goals

Planning Management

RESOLUTION NO. 2022-10(R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, AUTHORIZING THE TEXAS HOUSING FOUNDATION TO EXERCISE ITS POWERS ON PROPERTY KNOWN AS WYLIE SENIOR APARTMENTS, LOCATED AT 2310 WEST FM 544, WYLIE, TEXAS 75098, WITHIN THE TERRITORIAL BOUNDARIES OF THE CITY OF WYLIE, TEXAS; AND AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE COOPERATION AGREEMENT ATTACHED HERETO.

WHEREAS, the City Council of the City of Wylie, Texas finds that there exists in the City of Wylie ("City") a shortage of safe and sanitary housing available to lower income residents at rents they can afford; and

WHEREAS, Texas Housing Foundation, a Texas regional housing authority (the "Foundation"), has represented to the City that it has significant experience and expertise in successfully providing, developing, financing, and managing housing projects that are affordable to lower income residents and are assets to the community; and

WHEREAS, Texas Local Government Code, Section 392.017(d) requires that the governing body of a municipality adopt a resolution declaring a need for a regional housing authority to exercise its powers in another jurisdiction, and authorizing a cooperation agreement under Section 392.059; and

WHEREAS, it is contemplated that THF Public Facility Corporation, a Texas public facility corporation duly organized by the Foundation (the "PFC") may issue tax-exempt bonds in order to finance a portion of the costs financing of the property and development known as the Wylie Senior Apartments, located at 2310 West FM 544, Wylie, Collin County, Texas 75098 (the "Development"); and

WHEREAS, it is further contemplated that a wholly-owned subsidiary of the Foundation will serve as the Applicant's general partner; and

WHEREAS, the City has conducted a public hearing to take testimony with regard to the Development and Cooperation Agreement.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WYLIE:

Section 1. That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

Section 2. Pursuant to Texas Local Government Code, Section 392.017(d)(1), the City Council declares that there is a need for the Foundation to exercise its powers at the Development in the territorial boundaries of the City to provide decent, safe, and sanitary housing that is affordable for lower income residents of the City. The Foundation is hereby authorized to exercise its powers at the Development in the territorial boundaries of the City as set forth in the Cooperation Agreement attached hereto.

Section 3. Pursuant to Texas Local Government Code, Section 392.017(d)(2) and the Cooperation Agreement between the Foundation and the City, attached hereto and incorporated herein, the Foundation is hereby authorized under Texas Local Government Code Section 392.059(a) to exercise its powers at the Development within the City. The City agrees to cooperate with the Foundation to allow the Foundation to provide housing for low and moderate income residents at the Development in the territorial boundaries

of the City consistent with the terms of the Cooperation Agreement. The Foundation and the PFC are authorized to exercise its powers under the Texas Housing Authorities Law, Texas Local Government Code Chapter 392 and the Texas Public Facility Corporation Act, Texas Local Government Code Chapter 303, respectively, to finance, plan, undertake, construct, or operate the housing project at the Development in the City, consistent with the terms of the Cooperation Agreement. The Cooperation Agreement only authorizes the Foundation and the PFC to take action in connection with the Development in the City. The City Manager is hereby authorized to execute the Cooperation Agreement on behalf of the City.

Section 4. The Interim City Manager is authorized to take any reasonable and necessary action to effectuate the direction and intention of this Resolution and the Cooperation Agreement.

Section 5. This Resolution shall become effective upon its passage. The City Secretary is hereby authorized, directed and empowered to certify this Resolution to TDHCA and the Foundation.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS on this the 22nd day of March, 2022.

Matthew Porter, Mayor

Attest:

Stephanie Storm, City Secretary

Exhibit A
Cooperation Agreement

[3 pages attached hereto]

**COOPERATION AGREEMENT
BETWEEN
THE CITY OF WYLIE, TEXAS
AND THE
TEXAS HOUSING FOUNDATION**

WHEREAS, on _____, 2022 under provisions of the Texas Local Government Code, Section 392.017(d), the City of Wylie (“City”), declared that there is a need for the Texas Housing Foundation, a Texas regional housing authority (the “Foundation”), to exercise its powers on property known as Wylie Senior Apartments, located at 2310 West FM 544, Wylie, Collin County, Texas 75098 (“Development”), within the territorial boundaries of the City, subject to the terms and conditions of this Agreement, because there exists in the City a shortage of safe and sanitary housing available to lower income persons at rentals they can afford; and

WHEREAS, Tex. Local Gov’t. Code, Section 392.017(d), requires that the City Council adopt a resolution authorizing the Texas Housing Foundation to exercise its powers in the City, at the Development, subject to the terms and conditions of this Agreement, and authorizing a cooperation agreement under Section 392.059(a); and

WHEREAS, the Board of Commissioners of the Foundation also adopted a resolution to exercise its powers in the City at the Development and authorized a cooperation agreement under Section 392.059(a); and

WHEREAS, the Foundation has formed THF Public Facility Corporation, a public facility corporation under Chapter 303 of the Tex. Local Gov’t Code (“PFC”), for purposes of, among other things (a) acquiring, constructing, rehabilitating, renovating, repairing, equipping, furnishing and placing in service public facilities at the Development; and (b) issuing bonds on the behalf of the Foundation to finance the costs of such public facilities;

NOW, THEREFORE, the parties hereto, the City, and the Foundation agree as follows:

Section 1: Cooperation Agreement. The City and the Foundation agree to cooperate to allow the Foundation, or the PFC acting on behalf of the Foundation, to provide housing for lower income persons at the Development in the City, consistent with the provisions below.

Section 2: Housing Development Authorization; Bond Issuance. The Foundation, is authorized to exercise its powers under the Tex. Local Gov’t. Code, Chapter 392, to finance, plan undertake, or operate the housing development at the Development in the City as provided in this Agreement. The PFC is hereby authorized to exercise any powers under Tex. Local Gov’t Code, Chapter 303 on behalf of the Foundation in connection with the financing and operation of the housing development at the Development in the City, including but not limited to, issuing tax-exempt or taxable bonds to finance the costs of such housing development. This Cooperation Agreement only authorizes the Foundation or PFC to take action in connection with the Development. Additional authority would be required for the Foundation or PFC to participate in

any other development within the territorial boundaries of the City.

Section 3: Ownership. The Foundation, or the PFC acting on behalf of the Foundation, is authorized to acquire land, develop site improvements, and construct buildings for the housing development at the Development within the territorial boundaries of the City, and to operate and manage such development for the benefit of lower income residents of the City over the age of 55.

Section 4. Annual Reports. The Foundation shall submit within 120 days after the end of its fiscal year a report to the Mayor of the City describing the housing and services operation undertaken for the benefit of lower income residents of the City and other activities of the Foundation and PFC in the City.

Section 5. Preservation of Authority. No applicable provision or intention in this cooperation agreement limits the authority or power of the City or other housing authorities operating in the City to exercise its respective powers under any law. No provision or intention in this cooperation agreement limits the authority or power of the Foundation to exercise its powers under the Texas Housing Authorities Law, Tex. Local Govt. Code, Chapter 392, to finance, plan, undertake, construct, or operate the housing development at the Development under this Cooperation Agreement.

Section 6. Implementation. The City Manager of the City and the President of the Foundation are authorized to take any reasonable and necessary action to effectuate and implement the direction and intention of this cooperation agreement and the authorizing resolutions.

Section 7. Termination. This Agreement may be terminated by either party for any reason by giving written notice to the other party at least 30 calendar days before the date of termination of its intent to terminate.

[Signature page follows.]

Agreed this _____ day of _____, 2022.

City of Wylie, Texas
a home-rule municipality

By: Brent Parker, Interim City Manager

Attest:

Stephanie Storm, City Secretary

Texas Housing Foundation

By: Mark Mayfield, President



Wylie City Council

AGENDA REPORT

Department: Finance
Prepared By: Melissa Beard

Account Code: _____

Subject

Presentation providing an overview of the Finance Department.

Recommendation

Discussion

Providing an overview of the Finance Department.

Financial Summary/Strategic Goals



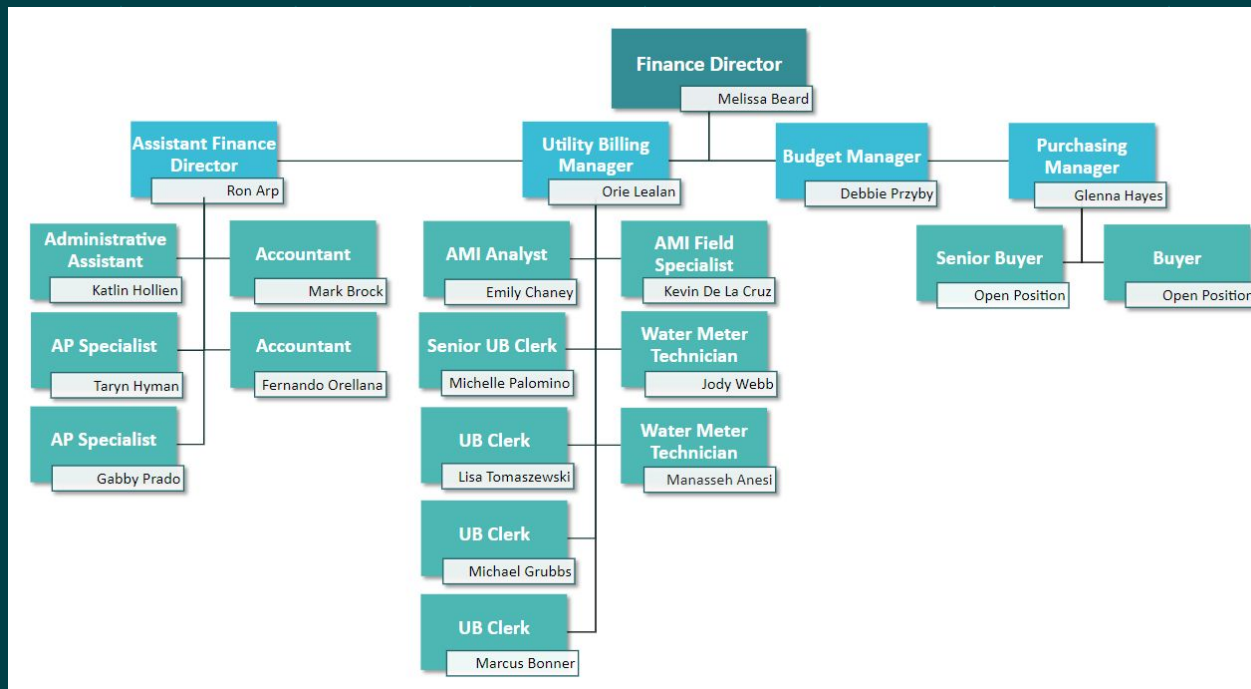
CITY OF WYLIE FINANCE DEPARTMENT

FINANCE DEPARTMENT OVERVIEW

20 Employees

- Finance Administration (2)
- Accounting (5)
- Budgeting (1)
- Purchasing (3)
- Utility Billing (9)

FINANCE DEPARTMENT ORGANIZATIONAL CHART



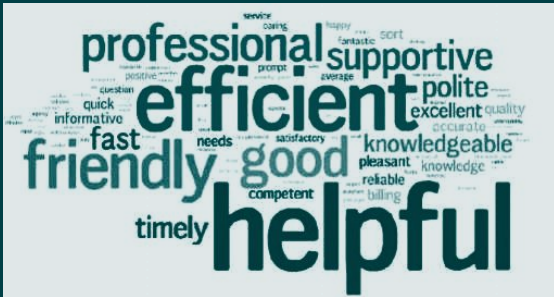
FINANCE DEPARTMENT CUSTOMERS

INTERNAL CUSTOMERS

- City Council
- City Management
- City Departments
- City Employees
- WEDC

EXTERNAL CUSTOMERS

- Citizens/Property Owners
- Utility Customers
- Vendors
- Contractors
- Investors
- Other Municipalities



FINANCE DEPARTMENT RESPONSIBILITIES

- Bill, collect, monitor, invest, spend and report on over \$98 million in City revenues
- Manage payments and track expenses for \$79 million of current outstanding debt
- Manage the process of new issuances and refundings, serving as liaison with ratings agencies, bond attorneys and financial advisors
- Safeguard, track, dispose and report on all City assets (\$398 million)
- Plan, project and provide for City resources to support programs, services and capital projects
- Safeguard the City's Financial System, assigning access and training
- Provide financial reporting and transparency to all customers
- Open Records Requests



FINANCE DEPARTMENT ACCOMPLISHMENTS

Awards

- Excellence in Financial Reporting - 33 consecutive years
- Distinguished Budget Presentation - 12 consecutive years
- Texas Comptroller's Transparency Stars
 - Traditional Finances
 - Debt Obligations



Transparency Stars

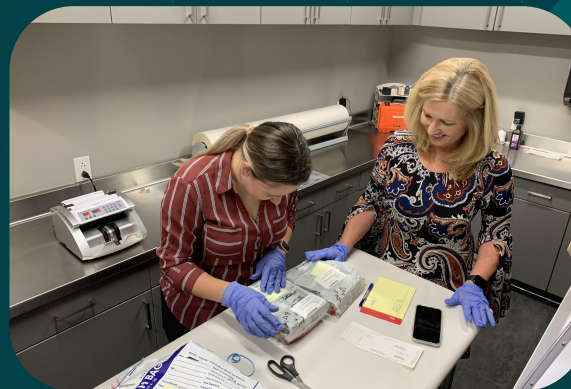
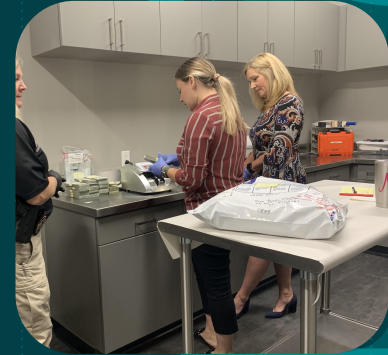
Recognizing Local Transparency Achievements



FINANCE DEPARTMENT ACCOMPLISHMENTS

Projects

- Clean Audit and Single Audit
- Implementation of Incode 10 Financial Software
- Upgraded bond rating from Aa2 to Aa1 from Moodys
- Issued \$12.005 million in general obligation refunding and improvement bonds
- Employee Continuing Education



FINANCE DEPARTMENT GOVERNANCE/CHALLENGES

- City of Wylie Policies, Procedures, Ordinances & Charter
- Texas Legislation (including Truth in Taxation)
- Governmental Accounting Standards Board (GASB)
- Generally Accepted Accounting Practices (GAAP)
- Securities and Exchange Commission (SEC)
- Municipal Securities Rulemaking Board (MSRB)
- Internal Revenue Service (IRS)
- GFOA Best Practices for Financial Reporting and Budgeting
- Coronavirus State & Local Fiscal Recovery Funds (part of ARP)
- TCEQ
- Federal Acquisition Regulations (FAR)
- Insurance Code
- Civil Practices and Remedies Code
- Texas Labor Code

FINANCE DEPARTMENT FUTURE GOALS

- Implement Performance Measures into budgeting process
- Implementation of new budget software (transparency online)
- Implement an annual review of Water/Sewer Rate Study
- Obtain remaining Transparency Stars
 - Economic Development
 - Public Pensions
 - Contracts and Procurement
- Continually update the 5 year/10 year Financial Plan
- Continue to review/update all Financial Management Policies (EFTs)
- Incorporate Tyler Content Manager with Incode 10
- Implement Accounts Receivable module within Incode 10
- Implement GASB 87 reporting

FINANCE DEPARTMENT LOVES WYLIE

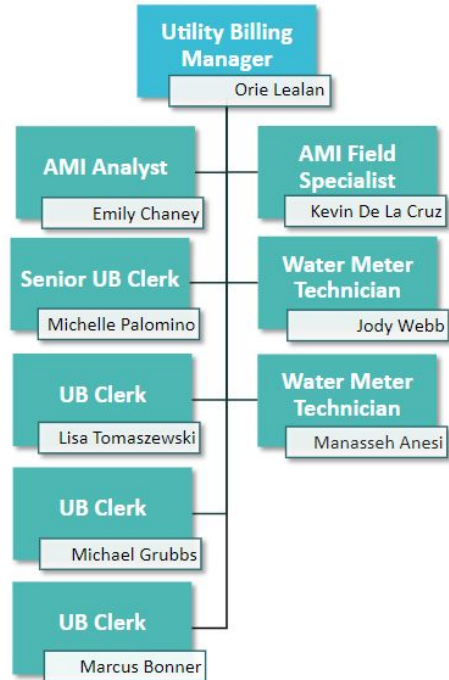
- 6 ICAN Graduates
- 3 Leadership Wylie Graduates
- Christmas Counter Decorating Champs





FINANCE QUESTIONS?

UTILITY BILLING DEPARTMENT ORGANIZATIONAL CHART



UTILITY BILLING DEPARTMENT RESPONSIBILITIES

- Bill 17,600 customers monthly for water, sewer and trash services
- Pull daily payments, balance daily cash drawers, post daily night drop and electronic banking payments
- Set up new service/meter sets for new builds
- Analyze AMI meter data on the Neptune portal and in the field
- Answer Watersmart emails daily/attach customer consumption logs for review
- Read meters monthly in the field , repair leaking meters/troubleshoot meters that require a re-read or at customer's request
- Provide assistance to customers with trash complaints



UTILITY BILLING DEPARTMENT ACCOMPLISHMENTS

- Completed installation for over 13,000 new AMI meters
- Implemented Watersmart Portal for customers to track daily usage and set leak alerts
- Implemented Invoice Cloud, a new payment portal for customers with many options to pay including electronic checking, apple pay and ACH
- Utilized Watersmart portal for customer outreach via text when there are trash delays, freezing storms and water main shut offs
- Converted all of Incode 9 bank draft customers to the Invoice Cloud portal for conveniently allowing the customer to change their bank draft information
- Converted Yes Companies Community to their own billing system (Southfork)
- Restructured department for better functionality
- Invited to be the Keynote speaker at the JCI first ever Blue Water Webinar for the successful adoption of the AMI system and Watersmart Portal adoption rate (currently 60%)
- Awarded Employee of the Year by City Staff
- Staff attended Wylie Chamber of Commerce Customer Service class



UTILITY BILLING DEPARTMENT FUTURE GOALS

- Continue to stay up to date with metering infrastructure
- Continue to implement upgrades to the customer portal
- Continue to provide excellent customer service
- Continuing education/Cross training in the field and in the office

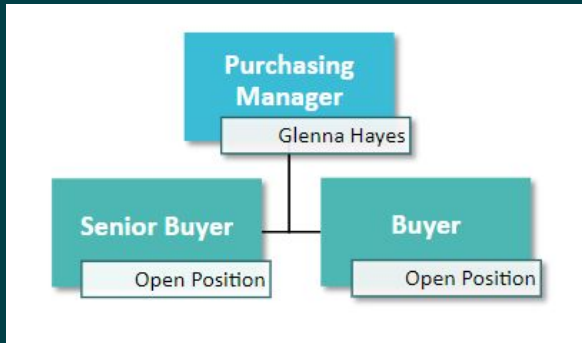




UTILITY BILLING QUESTIONS?



PURCHASING DEPARTMENT ORGANIZATIONAL CHART



PURCHASING DEPARTMENT RESPONSIBILITIES

- Set and implement procurement policies for the City, complying with Federal, State and local laws as well as the Financial Policies.
- Assist departments with specification writing, product and service searches
- Process quotes, bids, proposals and qualification requests for the departments
- Approval authority for requisitions and contract signature authority
- Emergency Operations Center (EOC) – purchasing functions
- Set up and administer City wide programs (P-cards, office supplies, copiers, water coolers, other major accounts)
- Assist departments in vendor negotiations
- Generate and maintain City contracts for goods and services.
- Provide Tier 2 Contract Management, resolving vendor and invoicing disputes
- Risk Services (Liability, Property, Vehicles and Equipment)
 - Set and implement insurance types and amounts of coverage for vendors and special events
 - Process claims for damages to City assets (2021 ICE Storm, 2016 Hail Storm) and claims received from citizens
 - Maintain property, vehicle and mobile equipment inventories
- Auctions and asset disposal



PURCHASING DEPARTMENT ACCOMPLISHMENTS

- Roll out of "Incident Report" Laserfiche form to provide consistency in the reporting of property, vehicle or equipment damages
- Implementing new electronic bidding and contract management software
- 2,797 Purchase Orders for \$13,596,200 in expenditures (3/1/21 – 3/1/22)
- Major Bids/Projects:
 - RFP Health Benefits Consulting Services
 - RFP Health Benefits Services
 - LaserFiche upgrade
 - RFP HR Compensation Study
 - Job Order Contracting (JOC) remodeling:
 - Fire Station 2 Kitchen
 - Senior Center Glass Block Replacement
 - Brown House Phase 1 Improvements
 - ICE Storm Repairs – Fire Station 1 and 2, Brown House
 - RFQ Engineering Services (MAPES)
 - Utility Billing Automated Meter Infrastructure - new customer portal software and payment interface



PURCHASING DEPARTMENT FUTURE GOALS

- 1 Complete implementation of contract management software
- 2 Bids for department core services and products



PURCHASING QUESTIONS?